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

Nicholas A. Toumpas
Commissioner

Lorraine Bartlett
Acting Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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March 31, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to enter into **retroactive** agreements with the vendors identified below to provide Title I services to abused, neglected or delinquent youth in an amount not to exceed \$475,463.93, effective retroactive to September 25, 2014 through August 31, 2015, upon Governor and Executive Council approval. 100% federal funding.

Vendor	Vendor #	Location	Total
Merrimack Valley Day Care Services	160070-B001	Concord	\$12,744.00
Mount Prospect Academy	168139-B001	Plymouth	\$135,394.93
NFI North, Inc.	177575-B001	Contoocook	\$181,515.00
Pine Haven Boys Center	174119-P001	Allenstown	\$85,210.00
Spaulding Youth Center	154273	Northfield	60,600.00
Total:			\$475,463.93

Funds are available in the following account for State Fiscal Years 2015 and 2016 with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2015	Pass Thru Grants	42107501	571-500929	\$398,559.29
2016	Pass Thru Grants	42107501	571-500929	\$76,904.64
Total				\$475,463.93

Please see attachment for fiscal details.

EXPLANATION

This request is submitted **retroactively** because the United States Department of Education does not make Title I Elementary and Secondary Education Act funds available until after applications for funding are approved by the New Hampshire Department of Education. Approval from the New Hampshire Department of Education for the selected vendor awards was not received until November 4, 2014. Work began immediately to process contracts for this grant funding.

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

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

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

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

The applications used are standardized United States Department of Education forms. The applications include a Statement of Assurances and request that applicants provide data on the number of youth served as well as a staffing narrative and descriptions of programs offered. Finally, the applicants must complete an end-of-year evaluation. Additionally, each provider must maintain State and Federal accreditation standards. Due to the fact that the State and Federal evaluation processes are already attached to the Title I Program, and the Department staff regularly visit these schools for case management and facility inspection purposes, the Department solely utilizes the standardized application and evaluation mechanisms for the Title I Program and does not create additional levels of evaluation for which providers would need to adhere.

For the 2014-2015 school year, five (5) applications were received and all were selected for this grant funding. This grant will fund full and part-time Title I tutors and classroom aides. Additionally, these grant funds will provide specialized training and technology for teaching staff to utilize and share with parents in order to support the special education needs of youth. Funds from this grant will also provide educational consultation services specific to specialized curriculums or technology and supplies.

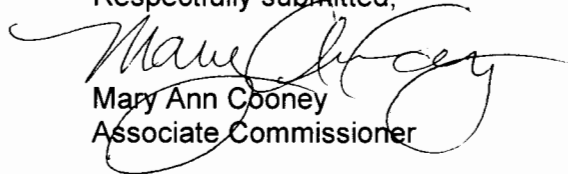
Should the Governor and Executive Council not approve this request, children who are abused, neglected, or delinquent could fail to make academic progress at a level equal to their peers. This will result in a decrease in educational achievement of New Hampshire youth and may, in some cases, result in youth further involvement in delinquent activities, which would negatively impact New Hampshire citizens.

Area Served: Statewide

Source of Funds: 100% Federal Funds from the Department of Education, Office of Elementary and Secondary Education, Title I Grants to Local Education Agencies, Catalog of Federal Domestic Assistance (CFDA#) 84.010.

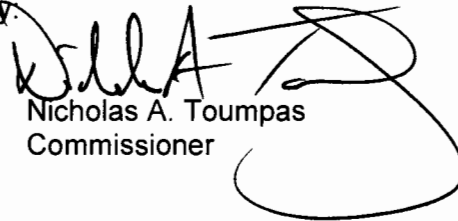
In the event that the Federal Funds no longer become available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Fiscal Details for Title I Elementary and Secondary Education Act (ESEA) Grant Funds

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

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2015	\$7,930.00
571-500929	Pass Thru Grants	42107501	2016	\$4,814.00
			Subtotal:	\$12,744.00

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

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2015	\$112,672.29
571-500929	Pass Thru Grants	42107501	2016	\$22,722.64
			Subtotal:	\$135,394.93

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

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2015	\$167,197.00
571-500929	Pass Thru Grants	42107501	2016	\$14,318.00
			Subtotal:	\$181,515.00

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

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2015	\$59,060.00
571-500929	Pass Thru Grants	42107501	2016	\$26,150.00
			Subtotal:	\$85,210.00

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

Class/Object	Class Title	Activity Code	State Fiscal Year	Contract Amount
571-500929	Pass Thru Grants	42107501	2015	\$51,700.00
571-500929	Pass Thru Grants	42107501	2016	\$8,900.00
			Subtotal:	\$60,600.00

Total:	\$475,463.93
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TITLE I PART D, SUBPART 1, ESEA

SECTION 1

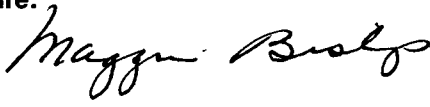
APPLICATION FOR FEDERAL ASSISTANCE TO MEET THE
SPECIAL EDUCATIONAL NEEDS OF CHILDREN IN STATE INSTITUTIONS
FOR NEGLECTED OR DELINQUENT CHILDREN
2014-2015

CERTIFICATION BY STATE AGENCY

PART I

The application designated below hereby applies to the State Educational Agency for a grant of Title I Elementary and Secondary Education Act (ESEA) funds to provide instructional services and related activities to meet the special educational needs of students in State Institutions for Neglected or Delinquent children and youth as set forth in this application.

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this application is correct, that the applicant agency will comply with all assurances and that the State Agency named below has authorized me, as its representative, to file this application.

Applicant State Agency: (Legal Name) NH Department of Health and Human Services Division for Children, Youth and Families	Name & Title of Authorized Representative: <i>Maggie Bishop, Director</i>
Mailing Address: (Street, City, State, Zip Code) <i>Thayer Building 129 Pleasant Street Concord, NH 03301</i>	
Signature: 	Date Signed: <i>9/23/14</i>
Name & Title of Person Submitting This Application: John Harrington, Community and Family Support Specialist	
Telephone: 603-271-0945	
Mailing Address if different than above: (Street, City, State, Zip Code) Same as above	
E-Mail Address: john.h.harrington@dhhs.state.nh.us	

STATEMENT OF ASSURANCES

The applicant agency assures the New Hampshire Department of Education that in all institutions funded by this grant, the State agency will comply with the following:

1. The Agency and/or its sub-recipients, when making services available to youth in adult correctional facilities, shall give priority to such youth who are likely to complete incarceration within a 2-year period;
2. The State Agency and/or its sub-recipients shall assist in locating alternative programs through which students can continue their education if students are not returning to school after leaving a correctional facility;
3. The Agency and/or its sub-recipients shall work with parents/guardians to secure parents'/guardians assistance in improving the educational achievement of their children and preventing their children's further involvement in delinquent activities;
4. The Agency and/or its sub-recipients shall work with special education youth in order to fulfill an existing individualized education program and as assurance that the agency will notify the youth's local school if such youth –
 - Is identified as in need of special education services/504 plan while the youth is in the facility; and
 - Intends to return to the local school;
5. The Agency and/or its sub-recipients shall work with youth who dropped out of school before entering the facility to encourage the youth to reenter school once the term of the youth has been completed or provide the youth with the skills necessary to gain employment, continue the education of the youth, or achieve a secondary school diploma or the recognized equivalent if the youth does not intend to return to school;
6. That the Agency and/or its sub-recipients shall provide teachers and other qualified staff who work with students specific professional development activities to assist them in meeting the unique needs of children with disabilities and others students with special needs;
7. That the Agency and/or its sub-recipients shall ensure that the program under this subpart will be coordinated with any programs operated under the Juvenile Justice and Delinquency Act of 1974 or other comparable programs, if applicable.
8. This grant shall be administered in accordance with the provisions of Title I, ESEA, Part D, Subpart 1, and other applicable federal laws and regulations.
9. The funds authorized by this grant are to be obligated and expended:
 - In accordance with the New Hampshire Financial Accounting Handbook, 1999;
 - Only for the purposes described in the project proposal as approved, and
 - In no case are direct costs approved or authorized for items, which were part of the basis for determining the indirect cost rate. This applies to audit fees as well as any other administrative cost included in the indirect cost rate.
 - The provisions of the Single Audit Act apply to this application.

Limitation of Funding for Project

The applicant Agency expressly understands and agrees that full funding of an Approved Budget and payment by the grantor are contingent upon the availability of a Federal Grant and Appropriation Authority approved by the General Court of New Hampshire or the Governor and Council of this State for this purpose, and that neither the State nor the State Department of Education shall be liable for payments under the grant except from such funds.

1. Maintenance of Effort

A. Second Preceding Year: (2012-2013)	B. Preceding Year: (2013-2014)
\$ 11,309,296.00 Group Care \$ 10,090,488.00 Child Care	\$ 9,845,593.84 Group Care \$ 10,690,488 Child Care

2. Institutions to be Funded

This applicant agency is applying for funds for the institutions listed below. In each of these Institutions, the State Agency is responsible for providing free public education. In addition, for each funded site a person must be identified to be responsible for issues relating to the transition of participating children and youth from their facility to the public schools. Please note that 15-30% of funds received at each site must be used for activities related to transition as detailed above.

Name of Institution	Subject Area/s To Be Addressed	Number of Students Served	Funding in This Application	Transition Coordinator
Merimack Valley Day Care Services	Mathematics, Reading	30	\$12,744.00	Barbara Romanos Sasha Saxon
Mount Prospect Academy	Mathematics, Reading, Independent Living	150	\$135,394.93	Jana Wolf Leah Shadeed
NFI North, Inc.	Mathematics, Reading, Vocational Education., Career Development	132	\$181,515.00	Lorraine Sanders Linda Saleski
Pine Haven Boys Center	Mathematics, Reading	20	\$85,210.00	Cindy Lavallee Michael Maroni
Spaulding Youth Center	Reading, Transition Professional Development	77	\$60,600.00	Colleen Sliva Garrett Lavallee
Total		409	\$475,463.93	

3. Sub-Recipient Award Process:

- A. *Describe the process by which sub-recipient grants will be awarded. What will be the process to ensure that the services provided will be of sufficient size, scope and quality to enable the participants to make significant progress towards meeting challenging State performance standards? Describe how the allocation of funds for each site will be determined.*

For the 2014-2015 school year, proposals were solicited from all of the Intensive Group Homes serving delinquent or abused youth as determined at the time of the official request for proposals. An evaluation committee, comprised of DCYF Child Protection and Juvenile Justice representatives having expertise in child protection, residential facilities, community services, education, and fiscal responsibility reviewed applications. The notice to apply was also posted on the Department of Health and Human Services website.

Applications were evaluated based on the following criteria:

1. Clear objectives consistent with Title I, Part D program goals;
2. Clear methodology to evaluate effectiveness;
3. Funds are used to enhance instruction in math, reading, language arts or other curriculum instructional area;
4. Funds supplement, not replace, existing funding;
5. If the proposal is for a one-time expense, what is its immediate and long-term impact? If the proposal is for an ongoing expense, what is the likelihood of it continuing if Title I funding is not available?
6. Application and budget are completed/prepared accurately;
7. Programs involve parents or guardians in improving educational achievement of their child (ren);
8. For programs serving the youth population, includes services to reduce post-release drop out rate, encourage continuing education, and provide youth with skills necessary to gain employment. For programs serving children (5+ years), provide more direct services to children, and services that work in concert with No Child Left Behind.

- B. *If applicable, describe how the agency will encourage correctional facilities receiving funds to coordinate with the Local Educational Agency (LEA) to ensure that student assessments and appropriate academic records are shared jointly between the correctional facility and the LEA or alternative education programs.*

Not applicable

- C. *Describe how the agency will carryout an evaluation and will use the results to plan and improve the program(s).*

We will review the required end of year annual evaluations submitted by each sub-recipient and compare the reported results with the original proposals to determine whether the planned progress was achieved, identify what issues hampered success (if any), and compare the success of one program over another with respect to significantly different program strategies (i.e. one sub-recipient may utilize funds to support teaching staff positions, another may focus on technological improvements, while another places heavy emphasis on transitional services – which strategy yielded the best results). The knowledge gained through the evaluation and comparison of programs will contribute to the 2015-2016 application.

4. STATE AGENCY PROGRAMS

Describe any State Agency level activities to be conducted with Title I Part D, Subpart 1 funds. Include a budget breakdown. Mark as Not Applicable if all dollars will flow to sub-recipients.

Not applicable

5. Title I Part D, Subpart 1 Summary Budget

Use this form to summarize all of the institution budgets included in section 2 of this application.

Totals on this sheet should match your OBM Form 1.

Account Category	Total Costs
Salaries and Benefits <i>Include the title and number of employees. Include rate of pay by hour/week etc.</i>	Salaries - \$258,169.95 Benefits - \$75,431.98
Contracted Services <i>Summarize your activities and provide breakdown of expenses.</i>	\$80,589.00
Supplies and Materials <i>Detail your purchase (Ex: # @ \$). Explain the connection between what you wish to purchase and the activities in your application.</i>	\$19,173.00
Books <i>Detail your purchase (Ex: # @ \$). Explain the connection between what you wish to purchase and the activities in your application.</i>	\$8,350.00
Equipment <i>Attach a justification for each item you wish to purchase</i>	\$9,290.00
Professional Development Activities	\$6,100.00
Travel <i>Summarize your activities including the number of days, people involved and associated costs.</i>	\$8,360.00
Administration	\$10,000.00
Total Costs	\$475,463.93

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

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	
1.3 Contractor Name Merrimack Valley Day Care Service		1.4 Contractor Address 19 North Fruit Street Concord NH 03301	
1.5 Contractor Phone Number (603) 224-1632	1.6 Account Number 05-095-42-421010-2975	1.7 Completion Date August 31, 2015	1.8 Price Limitation \$12,744
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Christine Dolat Bartlett</i>		1.12 Name and Title of Contractor Signatory <i>Christine Dolat Bartlett President</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>12/14/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Shawn D Taylor</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Shawn D Taylor, Notary</i>			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN COONEY</i> <i>Associate Commissioner</i>	
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) By: <i>Megan A. Yopie - Attorney</i> On: <i>1/14/15</i>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: COB
Date: 12/16/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

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

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

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

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

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

Contractor Initials: COB
Date: 12/16/14



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor will 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.
- 1.3. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.4. The Contractor's Title 1 Part D, Subpart 1, Application is hereby incorporated into this Agreement as Exhibit A-1.

COB

12/10/14

Merrimack Valley Day Care Service
School Year Program
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2014-2015

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2014-2015 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	To offer homework assistance and support to children enrolled in our afterschool programs, especially those children whose parents have either educational or language limitations that inhibit their ability to assist their children with schoolwork.	Our children will successfully complete the work required to proceed to the next grade.	Pre- reading and math assessments will be done when a child enters our program. Post assessments will be completed at the end of the academic semester. The assessment tools will include the Bignance Diagnostic Comprehensive Inventory of Skills.	The academic tutor, Barbara Romanos, is responsible for giving and analyzing student results. She will be assisted by our Speical Needs Coordinator, Sasha Saxon, when needed.
Reading	To offer homework assistance and support to children enrolled in our afterschool programs, especially those children whose parents have either educational or language	Our children will successfully complete the work required to proceed to the next grade.	Pre- reading and math assessments will be done when a child enters our program. Post assessments will be completed at the end of the academic semester. The assessment tools will include the Bignance	The academic tutor, Barbara Romanos, is responsible for giving and analyzing student results. She will be

Contractor Initials CDP
Date 12/16/14

Exhibit A-1

Title I Part D, Subpart 1 - Institution
Page 2 of

	limitations that inhibit their ability to assist their children with schoolwork.		Diagnostic Comprehensive Inventory of Skills.	assisted by our Speical Needs Coordinator, Sasha Saxon, when needed.
Vocational Outcomes				

Merrimack Valley Day Care Service
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics		
5 – 10 years old	30	30		
11-15 years old				
16-18 years old				
19 years and older				

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	30%	Academic tutor	BA in Education or related field	\$14.00/hr

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

Barbara Romanos
Name of Individual

title 1 tutor
Title of Individual

Sasha Saxon
Name of Individual

Special Needs Coordinator
Title of Individual

D. Staff/ Student Ratio's :

Total students paroled T1 D support 30 divided by Total Title I Staff FTE 2 = 15 to 1

Merrimack Valley Day Care Service
Institution Name**E. Program Description: (Use additional space as needed)**

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

Merrimack Valley Day Care Service has two afterschool programs located in low income housing developments in Concord: Eagle's Bluff, located in the Concord heights area and Jennings Drive, which serves children who live in the Concord Housing Authority apartment complex. The programs run all year, and are open during school vacations and snow days. Each site offers academic support, parent support, an extensive field trip program and healthy meals and snacks at no extra cost to the families.

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

- both Jennings Drive and Eagle's Bluff apartments subsidize housing costs and most of the children we serve there live with significant poverty. All of the children enrolled at our Jennings Drive site, and 99% of our Eagle's Bluff children qualify for free meals at school.
- 30% of our school aged children have families that recently emigrated to the United States and many do not speak fluent English
- 40% of the children have IEPs
- 15% of the children have a mental health issue that requires outside support

We already have highly trained staff that makes sure the children complete their homework every day, but with such busy programs it is impossible to give the children who are truly struggling academically all the support they need. Our academic tutor would divide her time between the two sites, monitoring homework and offering math and literacy assistance. She uses the assessment tools to ensure that progress is being made, with the ultimate goal of ensuring that children stay at the same academic level as their peers and successfully move on to the next grade.

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

Health Coordinator: provides family support and links children to outside services. Oversees the Special Needs Coordinator and the Jennings Drive program.

Special Needs Coordinator: coordinates services for children with special needs, including attending IEP and wrap around mental health meetings. Acts as the director of the Jennings Drive program.

Academic tutor: provides one on one academic support to students. Uses screening tools to chart individual student progress.

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

No other services are provided with these funds.

F. Transition Services:

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

\$1260

- 2) *Describe how the above reserved funds will be used for transitional educational services. (i.e.*

to re-enter school successfully or preparation for employment.)

We will be providing approximately 90 hours of transition services. A written log will be kept of all transition services provided which is available for review at any time. Services include:

- attending IEP and educational support meetings
- meeting with individual teachers to discuss student progress
- parent conferences and parent involvement activities
- a letter to each teacher at the beginning of the school year explaining what was worked on, how each child developed academically, and student strengths and weaknesses

Merrimack Valley Day Care Service
Institution Name**G. Professional Development:**

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

We do not currently have any needs that could be met by in-service training.

- 2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

Registration, mileage and required materials for 4 trainings will be included in the budget. The trainings will specifically cover children with special educational needs and cultural diversity. Both key staff will participate in 2 fall and 2 spring trainings.

H.. Coordination:

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

Our Health Coordinator and our Special Needs Coordinator work closely with other school, health facilities, and other private and public agencies that are providing services to the children. We also provide referrals to other agencies as needed. Our Special Needs Coordinator and academic tutor attend IEP and wrap around mental health team meetings.

We encourage and appreciate community involvement in all our centers. Concord Housing Authority provides tuition scholarships so the children can attend our Jennings Drive program free of charge to families. The public school has a tutor who visits our centers to work with the children who do not speak English. We also accept teenage volunteers from the Diversion Program who need to perform community service.

Merrimack Valley Day Care Service
Institution Name

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	academic tutor salary 14.00x12.5 hrs wk x36 wks	\$6300 + \$630 benefits
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>		
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	math and reading activities, games, materials, creative writing journals, ipad updates	\$600
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>		
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities	workshop fees for academic tutor and special needs coordinator	\$400
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$7930

Merrimack Valley Day Care Service
Summer Program Application
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2
ESEA 2014-2015
INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2014-2015 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	To offer educational support opportunities that will continue learning through the summer months.	Our children will successfully complete the work required to proceed to the next grade.	Pre- reading and math assessments will be done when a child enters our program. Post assessments will be completed at the end of the academic semester. The assessment tools will include the Bignance Diagnostic Comprehensive Inventory of Skills.	The academic tutor, Barbara Romanos, is responsible for giving and analyzing student results. She will be assisted by our Speical Needs Coordinator, Sasha Saxon, when needed.
Reading	To offer educational support opportunities that will continue learning through the summer months.	Our children will successfully complete the work required to proceed to the next grade.	Pre- reading and math assessments will be done when a child enters our program. Post assessments will be completed at the end of the academic semester. The assessment tools will include the Bignance	The academic tutor, Barbara Romanos, is responsible for giving and analyzing student results. She will be

Exhibit A-1

Title I Part D, Subpart 1 – Institution
Page 2 of

			Diagnostic Comprehensive Inventory of Skills.	assisted by our Special Needs Coordinator, Sasha Saxon, when needed.
Vocational Outcomes				

Contractor Initials CRB
Date 12/16/14

Merrimack Valley Day Care Service
Summer application
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics		
5 – 10 years old	30	30		
11-15 years old				
16-18 years old				
19 years and older				

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	30%	academic tutor	BA in Education or related field	\$14.00/hr

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

Barbara Romanos
Name of Individual

academic tutor
Title of Individual

Sasha Saxon
Name of Individual

special needs coordinator
Title of Individual

D. Staff/ Student Ratio's :

Total students paroled T1 D support 30 divided by Total Title I Staff FTE 2 = 15 to 1

Merrimack Valley Day Care Service
Summer application
Institution Name**E. Program Description: (Use additional space as needed)**

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

Merrimack Valley Day Care Service has two afterschool programs located in low income housing developments in Concord: Eagle's Bluff, located in the Concord heights area and Jennings Drive, which serves children who live in the Concord Housing Authority apartment complex. The programs run all year, and are open during school vacations and snow days. Each site offers academic support, parent support, an extensive field trip program and healthy meals and snacks at no extra cost to the families.

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

- both Jennings Drive and Eagle's Bluff apartments subsidize housing costs and most of the children we serve there live with significant poverty. All of the children enrolled at our Jennings Drive site, and 99% of our Eagle's Bluff children qualify for free meals at school.
- 30% of our school aged children have families that recently emigrated to the United States and many do not speak fluent English
- 40% of the children have IEPs
- 15% of the children have a mental health issue that requires outside support

We will continue our academic support into the summer. Our academic tutor will go on one educational field trip with each group each week, and will supply supporting items such as books, games and curriculum materials. We are still planning our summer 2015 curriculum but these are the proposed units:

- Math: we are planning to concentrate on hands on math, which will culminate in a trip to Lego Land
- Literacy: each child will get a library card and will visit the library weekly
- Science: we will have a week of science experiments and will visit the Planetarium
- Social Studies: we will read about different cultures and will visit the Mariposa Museum and World Culture Center

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

Health Coordinator: provides family support and links children to outside services. Oversees the Special Needs Coordinator and the Jennings Drive program.

Special Needs Coordinator: coordinates services for children with special needs, including attending IEP and wrap around mental health meetings. Acts as the director of the Jennings Drive program.

Academic tutor: provides one on one academic support to students. Uses screening tools to chart individual student progress.

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

No other services are provided with these funds.

F. Transition Services:

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

\$725

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

We will be providing approximately 90 hours of transition services. A written log will be kept of all transition services provided which is available for review at any time. Services include:

- attending IEP and educational support meetings
- meeting with individual teachers to discuss student progress
- parent conferences and parent involvement activities
- a letter to each teacher at the beginning of the school year explaining what was worked on, how each child developed academically, and student strengths and weaknesses

Merrimack Valley Day Care Service
Summer application
Institution Name**G. Professional Development:**

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

We do not currently have any needs that could be met by in-service training.

- 2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline. Registration, mileage and required materials for 4 trainings will be included in the budget. The trainings will specifically cover children with special educational needs and cultural diversity. Both key staff will participate in 2 fall and 2 spring trainings.

H.. Coordination:

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

Our Health Coordinator and our Special Needs Coordinator work closely with other school, health facilities, and other private and public agencies that are providing services to the children. We also provide referrals to other agencies as needed. Our Special Needs Coordinator and academic tutor attend IEP and wrap around mental health team meetings.

We encourage and appreciate community involvement in all our centers. Concord Housing Authority provides tuition scholarships so the children can attend our Jennings Drive program free of charge to families. The public school has a tutor who visits our centers to work with the children who do not speak English. We also accept teenage volunteers from the Diversion Program who need to perform community service.

Merrimack Valley Day Care Service
Summer application
Institution Name

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	academic tutor \$14.00 x 16 hrs x 10 wks	\$2240 + \$224 benefits
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>		
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	educational field trip entrance fees and curriculum materials	\$2000
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>	each child will get to pick out a book	\$350
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities		
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$4814



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

Dague Clark, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
dbclark@dhhs.state.nh.us
4. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (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. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and

CDP

12/16/14



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

12/16/14
Date

Christopher Dolan
Name:
Title: President



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:

12/16/14
Date

Christopher Debat-Burton
Name:
Title: President



**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

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12/16/14



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 (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

12/16/14
Date

Christina Doherty Burt
Name:
Title: President



**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 COB

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

6/27/14
Rev. 10/21/14

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Date 12/16/14



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

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

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

Contractor Name:

12/16/14
Date

Christina Dotson Burt
Name:
Title: President

Exhibit G

Contractor Initials COB

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

Date 12/16/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

12/16/14
Date

Christine Dotson Burdett
Name:
Title: President



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.

CDB

12/16/14



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

3/2014

Contractor Initials CPD

Date 12/16/14



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

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- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

Date 12/16/14



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.

NH DHHS
The State

Merrimack Valley Day Care Service
Name of the Contractor

Mary Ann Cooney
Signature of Authorized Representative

Christie DeLoe Bartlett
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

Christie DeLoe Bartlett
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President
Title of Authorized Representative

12/30/14
Date

12/16/14
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:

12/16/14
Date

Christian DeLoe
Name:
Title: President



FORM A

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

1. The DUNS number for your entity is: 073997116
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

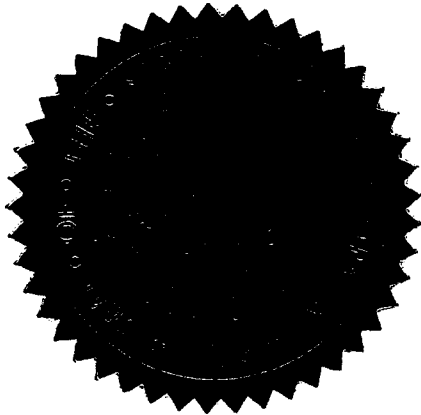
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Merrimack Valley Day Care Service is a New Hampshire nonprofit corporation formed October 30, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of August A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Amy R. Goldstein, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of MERRIMACK VALLEY DAY CARE SERVICES
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on DEC. 16, 2014.
(Date)

RESOLVED: That the PRESIDENT
(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 16th day of December, 2014.
(Date Contract Signed)

4. Christine Doherty-Bartlett is the duly elected PRESIDENT
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Amy R. Goldstein
(Signature of the Elected Officer)

STATE OF New Hampshire
County of Merrimack

The forgoing instrument was acknowledged before me this 16 day of December 2014.

By Amy R. Goldstein
(Name of Elected Officer of the Agency)

Sharon D. Day
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/06/2015

Client#: 494330

MERRIVAL2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2014

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE: INSURER A: Great American Insurance Compan, NAIC #: 16691. INSURED: Merrimack Valley Day Care Service, Inc., 19 North Fruit Street, Concord, NH 03301. INSURER B, C, D, E, 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (PAC5051661), A AUTOMOBILE LIABILITY (CAP5051795), UMBRELLA LIAB, EXCESS LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

This Certificate is issued for insured operations usual to Daycare operations

CERTIFICATE HOLDER CANCELLATION

DEPARTMENT OF HEALTH & HUMAN SERVICES- DIV. CHILDREN & FAMILY, 105 PLEASANT ST. BROWN BUILDING, Concord, NH 03301. 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: E. Donald Fournier

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2014

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

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

PRODUCER USI INSURANCE SERVICES LLC 3 EXE. PARK DR STE 300 BEDFORD, NH 03110	CONTACT NAME: PHONE (A/C, No, Ext): (877) 463-2723 FAX (A/C, No): 866-828-2424 E-MAIL ADDRESS: Certificate@hanover.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Ins Co	NAIC # 22306
INSURED MERRIMACK VALLEY DAY CARE SERVICE INC 19 NORTH FRUIT STREET CONCORD NH 03301	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WDV 8947570 04	01/24/2015	01/24/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Department of Health And Human Services 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Merrimack Valley Day Care Service Mission statement

To provide child care in a safe and nurturing environment which fosters the social, emotional, intellectual and physical development of children.

To enhance parent's and caretaker's ability to nurture each child through support, modeling and information. To collaborate with other agencies to further these efforts.

To provide opportunities for individuals and community organizations to contribute to Merrimack Valley Day Care Service in ways which they, the children and Merrimack Valley Day Care Service will benefit.

Merrimack Valley Day Care Service remains dedicated to the philosophy of providing for those with the greatest need; children at risk of abuse and neglect, low income families and children with special needs.

MERRIMACK VALLEY DAY CARE SERVICES
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

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**WHEELER, RING,
DOLAN & DUPUIS, P.C.**

CPA

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

Board of Directors
Merrimack Valley Day Care Services
Concord, New Hampshire

We have audited the accompanying statements of financial position of Merrimack Valley Day Care Services as of December 31, 2013 and 2012, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. These standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Merrimack Valley Day Care Services, as of December 31, 2013 and 2012, and its cash flows for the years then ended in conformity with accounting principles.

In accordance with *Government Auditing Standards*, we have also issued a report dated July 17, 2014 on our consideration of the Agency's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grants.

The accompanying schedules of expenditures of federal awards and of findings and questioned costs are presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, New Hampshire
July 17, 2014

**WHEELER, RING,
DOLAN & DUPUIS, P.C.**

CPA

Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with Government Auditing Standards

Board of Directors
Merrimack Valley Day Care Services
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Merrimack Valley Day Care Services, which comprise the balance sheets as of December 31, 2013, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 17, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's *consolidated* financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, New Hampshire
July 17, 2014

WHEELER, RING, DOLAN & DUPUIS, P.C.

Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance

Board of Directors
Merrimack Valley Day Care Services
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Merrimack Valley Day Care Services compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended December 31, 2013. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2013.

Report on Internal Control Over Compliance

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, New Hampshire

July 17, 2014

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2013 AND 2012

ASSETS

	2013	2012
Current Assets		
Cash and cash equivalents	\$ 114,440	\$ 105,387
Accounts receivable	29,464	33,846
Other receivables	25,000	21,250
Prepaid expenses	6,288	6,432
Total Current Assets	175,192	166,915
Property And Equipment, Net	310,522	338,458
TOTAL ASSETS	\$ 485,714	\$ 505,373

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 11,621	\$ 9,493
Accrued payroll and related expenses	158,413	131,313
Other liabilities	18,750	21,250
Current maturities of long-term debt	4,521	4,410
Total Current Liabilities	193,305	166,466
Long-term Debt, Less Current Maturities	12,624	17,144
Total Liabilities	205,929	183,610
Net Assets		
Unrestricted net assets	279,785	301,763
Temporarily restricted net assets	-	20,000
Total Net Assets	279,785	321,763
TOTAL LIABILITIES AND NET ASSETS	\$ 485,714	\$ 505,373

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

	2013	2012
Revenue and Gains		
Net program service fees	\$ 1,366,004	\$ 1,260,647
Other revenue	179,704	178,633
Contributions	94,653	86,011
Investment income	59	126
	<hr/>	<hr/>
Total Revenue and Gains	1,640,420	1,525,417
	<hr/>	<hr/>
Expenses		
Salaries and wages	949,414	907,557
Employee benefits	182,127	178,325
Program supplies	391,654	337,986
Occupancy	45,880	52,048
Interest expense	489	187
Depreciation	34,917	44,282
Other expenses	57,917	58,860
	<hr/>	<hr/>
Total Expenses	1,662,398	1,579,245
	<hr/>	<hr/>
INCREASE/(DECREASE) IN UNRESTRICTED NET ASSETS	\$ (21,978)	\$ (53,828)

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE
STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

	Unrestricted	Temporarily Restricted	Total
Balance as of December 31, 2011	\$ 355,591	\$ 17,500	\$ 373,091
Decrease in unrestricted net assets	(53,828)	-	(53,828)
Contributions for capital additions	-	20,000	20,000
Contributions released from restrictions	-	(17,500)	(17,500)
Change in net assets	<u>(53,828)</u>	<u>2,500</u>	<u>(51,328)</u>
Balance as of December 31, 2012	\$ 301,763	\$ 20,000	\$ 321,763
Decrease in unrestricted net assets	(21,978)	-	(21,978)
Contributions for capital additions	-	-	-
Contributions released from restrictions	-	(20,000)	(20,000)
Change in net assets	<u>(21,978)</u>	<u>(20,000)</u>	<u>(41,978)</u>
Balance as of December 31, 2013	<u>\$ 279,785</u>	<u>\$ -</u>	<u>\$ 279,785</u>

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
Cash Flows From Operating Activities		
Change in net assets	\$ (41,978)	\$ (51,328)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	34,917	44,282
(Increase) decrease in the following assets:		
Accounts receivable	4,382	12,662
Other receivable	(3,750)	2,500
Prepaid expenses	144	623
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	2,128	(136)
Accrued payroll and related expenses	27,100	7,897
Other liabilities	(2,500)	(2,500)
Net Cash Provided (Used) By Operating Activities	<u>20,443</u>	<u>14,000</u>
Cash Flows From Investing Activities		
Net Cash Used By Investing Activities	<u>(6,981)</u>	<u>(68,607)</u>
Cash Flows From Financing Activities		
Proceeds from long-term debt	-	23,000
Principal payments of long-term debt	(4,409)	(1,446)
Net Cash Provided By Financing Activities	<u>(4,409)</u>	<u>21,554</u>
Net Increase (Decrease) in Cash and Cash Equivalents	9,053	(33,053)
Cash and Cash Equivalents, Beginning of year	<u>105,387</u>	<u>138,440</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 114,440</u>	<u>\$ 105,387</u>
Supplemental Disclosures of Cash Flow Information:		
Cash expended for interest	\$ 489	\$ 187

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013 AND 2012

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Merrimack Valley Day Care Services, "the Agency", is a non-stock, non-profit corporation organized in New Hampshire. The Agency is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3). The Agency's primary purpose is to provide day care services for a variety of ages in the local community and surrounding towns.

Basis of Accounting

The financial statements of the Merrimack Valley Day Care Services have been prepared on the accrual basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Agency is a not-for-profit organization that is exempt from income taxes under Section 501 ©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Agency adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

The Agency has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Agency believes that income tax filing positions will be sustained upon examination and does not anticipate any

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

adjustments that would result in a material adverse affect on the Agency's financial condition, results of operations or cash flows. Accordingly, the Agency has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax position at December 31, 2013.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with a maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments. There were no cash and cash equivalents at December 31, 2013 or 2012.

Property and Equipment

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Financial Statement Presentation

Financial Statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Merrimack Valley Day Care Services is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets are comprised of operating revenues and expenses. Merrimack Valley Day Care Services currently has \$279,785 unrestricted net assets as of December 31, 2013.

Temporary Restricted Net Assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Agency. Merrimack Valley Day Care Services currently has no temporarily restricted net assets as of December 31, 2013.

Permanently Restricted Net Assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Agency. Merrimack Valley Day Care Services has no permanently restricted net assets as of December 31, 2013.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Accounts Receivable

Accounts receivable consist primarily of amounts due to the Agency at December 31, 2013 for contracted work performed as of that date. Merrimack Valley Day Care Services considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

NOTE 2 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at December 31, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Land	\$105,000	\$105,000
Building and improvements	679,081	672,100
Equipment	<u>245,138</u>	<u>245,138</u>
Total	1,029,219	1,022,238
Less accumulated depreciation	<u>718,697</u>	<u>683,780</u>
Property and Equipment, Net	<u>\$310,522</u>	<u>\$ 338,458</u>

NOTE 3 LONG-TERM DEBT

A summary of notes payable at December 31, 2013:

Note payable to the City of Concord, in monthly installments of \$408.00 including interest at 2.5% through August, 2017, collateralized by all organization assets.	\$ 17,145
Less current maturities	<u>4,521</u>
Long-term debt, less current maturities	<u>\$ 12,624</u>

Scheduled principal repayments on long-term debt for the next five years follows:

<u>Year Ending December 31</u>	
2014	\$ 4,521
2015	4,636
2016	4,753
2017	3,235
2018	<u>-----</u>
Total	<u>\$ 17,145</u>

NOTE 4 PROGRAM SERVICE FEES

Net program services fees provided for the years ended December 31, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Child Day Care Services	\$ 475,554	\$ 428,789
USDA	394,082	357,136
Division of Children and Youth Services	40,381	107,296
Private Pay	<u>455,987</u>	<u>367,426</u>
Total	<u>\$ 1,366,004</u>	<u>\$1,260,647</u>

NOTE 5 FUNCTIONAL EXPENSES

The Agency provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2013</u>	<u>2012</u>
Program services	\$ 1,393,903	\$ 1,325,411
Administrative and general	<u>268,495</u>	<u>253,834</u>
Total	<u>\$ 1,662,398</u>	<u>\$ 1,579,245</u>

NOTE 6 RETIREMENT PLAN

The Agency has adopted a defined contribution retirement income plan. Employees are eligible to participate upon reaching age 21 and completing three years of service, at which time the employees are 100% vested. Contributions are determined annually by the Board of Directors. The contributions made in 2013 and 2012 amounted to \$7,893 and \$8,000 respectively.

NOTE 7 CONCENTRATION OF RISK

The Agency is located in Concord, New Hampshire. The Agency grants credit without collateral to its clients. At December 31, 2013, USDA Food represented 22% and Title XX (State of New Hampshire) represented 16% of the gross accounts receivable. No other individual payor source exceeded 10% of the gross accounts receivable balance.

NOTE 8 EVALUATION OF SUBSEQUENT EVENTS

The Agency has evaluated subsequent events through July 17, 2014, the date which the financial statements were available to be issued.

MERRIMACK VALLEY DAY CARE SERVICES
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED DECEMBER 31, 2013

<u>Schedule of Expenditures of Awards</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
<u>Major Programs</u>		
U.S. Department of Agriculture Pass-through State of New Hampshire Department of Education USDA Food and Nutrition Services	10.558	\$ 394,082
<u>Non-Major Programs</u>		
U.S. Department of Health and Human Services Pass-through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX Child Day Care Services	93.596	227,994
U.S. Department of Health and Human Services Pass-Through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX DCYF Protective Services)	93.667	<u>20,191</u>
TOTAL FEDERAL EXPENDITURE		<u>\$ 642,267</u>

MERRIMACK VALLEY DAY CARE SERVICES
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED DECEMBER 31, 2013

<u>Schedule of Findings and Questioned Costs</u>	<u>Federal CFDA Number</u>	<u>Finding Noncom- pliance</u>	<u>Questioned Costs</u>
<u>Major Programs</u>			
U.S. Department of Agriculture Pass-through State of New Hampshire Department of Education USDA Food and Nutrition Services	10.558	NONE	NONE
<u>Non-Major Programs</u>			
U.S. Department of Health and Human Services Pass-Through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX Child Day Care Services)	93.596	NONE	NONE
U.S. Department of Health and Human Services Pass-Through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX DCYF Protective Services)	93.667	NONE	NONE

MERRIMACK VALLEY DAY CARE SERVICES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2013

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unqualified opinion of the financial statements of Merrimack Valley Day Care Services
2. No reportable conditions were disclosed during the audit of the financial statements of Merrimack Valley Day Care Services
3. No instances of noncompliance material to the financial statements of Merrimack Valley Day Care Service were disclosed during the audit.
4. No reportable conditions were disclosed during the audit of the major federal award programs of Merrimack Valley Day Care Services
5. The auditor's report on compliance for the major federal award programs for Merrimack Valley Day Care Services expresses an unqualified opinion.
6. Audit findings relative to the major federal award programs for Merrimack Valley Day Care Services are : None
7. The programs tested as major programs included:
 USDA Food and Nutrition Services - 10.558
8. The threshold for distinguishing Types A and B programs was programs with federal awards expended in excess of \$300,000.
9. Merrimack Valley Day Care Services was determined to be a low-risk auditee.

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

NONE

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

NONE

D. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

NONE

E. CORRECTIVE ACTION PLAN

NOT APPLICABLE

MERRIMACK VALLEY DAY CARE SERVICES
SCHEDULE OF FINDING AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2013

Section II - Findings and Questioned Costs

Financial Statement

There were no financial statement findings for the year ended December 31, 2013.

Merrimack Valley Day Care Service Board 2014-2015

Christine Dolat- Bartlett, President

Meredith Telus, Secretary

Amy Goldstein

Jan Smith

Lisa Burton

Linda Skaggs

MaryJane Wallner, Executive Director

Barbara Romanos

Education

Girls Latin High School graduate

Granite State College, Associates Degree in Early Childhood Education 2012

Granite State College, Bachelors Degree in Early Childhood Education completion expected in 2015

Work History

July 2009-present

Merrimack Valley Day Care Service

- Implement Title 1 grant
- Work one on one with students who are part of the state DCYF system to ensure academic support
- Work closely with the public school system and individual teachers to best meet the needs of title 1 students
- Attend IEP meetings of title 1 students in caseload
- Communicate with parents on the progress of title 1 students
- Substitute in the infant and toddler rooms as needed
- Create curriculum ideas for infant and toddler classrooms as needed

1989-2009

State of New Hampshire

- Case technician for Social Security

ADMINISTRATIVE PERSONNEL

Department of Health and Human Services

Contractor Name: Merrimack Valley Day Care Service

Name of Program: Title 1

BUDGET PERIOD: SFY 15				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Mary Jane Wallner	Executive Director	\$56,992	0.00%	\$0.00
Marianne Barter	Health Coordinator	\$42,848	0.00%	\$0.00
Michelle Johnson	Book keeper	\$35,048	0.00%	\$0.00
Barbara Romanos	tutor	\$14.00/hr	100.00%	\$6,930.00
Sasha Saxon	Special Needs Coordinator	\$31,928	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$6,930.00

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Barbara Romanos	tutor	\$14.00/hr	100.00%	\$2,464.00
			0.00%	\$0.00
			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)				\$2,464.00

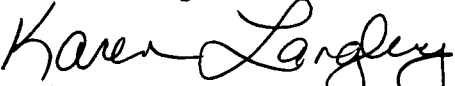
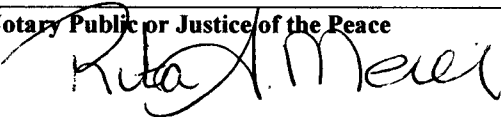
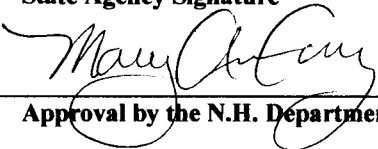
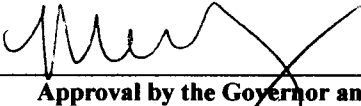
Subject: Funding for Title 1 Programs for Providers Ineligible for Funding Through a Local Education Agency

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	
1.3 Contractor Name Mount Prospect Academy		1.4 Contractor Address PO Box 58 354 Main Street Plymouth NH 03264	
1.5 Contractor Phone Number (603) 536-1102 ext. 1130	1.6 Account Number 05-095-42-421010-2975	1.7 Completion Date August 31, 2015	1.8 Price Limitation \$135,394.93
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen Langley Director of Academics	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>12/1/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		RITA A. MEIER, Notary Public My Commission Expires February 9, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace Rita A. Meier			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARYANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yapple, Attorney On: <u>1/14/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provide to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.4. The Contractor's Title 1 Part D, Subpart 1, Application is hereby incorporated into this Agreement as Exhibit A-1.

Mount Prospect Academy
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2014-2015

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2014-2015 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				Karen Langley; Director of Academics, Teachers at Mount Prospect Academy
Mathematics	Continue to develop a comprehensive mathematics program that will enable students to improve their basic skills as defined in the Common Core Standards	Students will improve their overall math skills; including remediation of skill gaps	NWEA Measures of Academic Progress – Math Skills: school wide in the fall (10/14, winter (1/15) and spring (5/15) Review of student work and classroom assessments (including observations). Access assessment through PLATO for all incoming students within the first 30 days and 30 days prior to exit	aren Langley; Director of Academics, Teachers at Mount Prospect Academy
Reading	Continue to develop a balanced literacy program	Student will improve their total reading skills as measured by an	NWEA Measures of Academic Progress – Reading Skills:	Karen Langley; Director of

	that will enable students to improve their reading and writing skills, to provide Mount Prospect Academy with convenient, broadly descriptive assessment of individual student skills and accomplishments.	<p>increase in the reading score on the NWEA</p> <p>Students will increase their reading vocabulary as measured by an increase in the reading score on the NWEA</p> <p>Students will improve their reading comprehension as measured by an increase in the reading score on the NWEA</p> <p>Students will increase the written language skills by:</p> <ul style="list-style-type: none"> • Improving paragraph construction • Improving usage of capitalization and punctuation • Improving their ability to effectively communicate an idea to the reader 	<p>school wide in the fall (10/13, winter (1/14) and spring (5/14)</p> <p>Reading Screening at intake and prior to exit</p> <p>Examination of intake documentation; such as previous academic achievement scores, NECAP scores, previous report cards etc.</p> <p>Voyager Reading Series placement test.</p> <p>Classroom assessments (including observations) focusing on reading and writing</p> <p>Corrective Reading assessment and instruction for students struggling with improving their reading skills. This series also has a writing component</p> <p>Access assessment through PLATO for all incoming students within the first 30 days and 30 days prior to exit</p>	Academics, Teachers at Mount Prospect Academy
Vocational Outcomes				
Adult Living	Continue to implement the NH Trails Curriculum and continue to implement the Life Centered Career	<p>Students will gain skills necessary for living on their own i.e.,</p> <ul style="list-style-type: none"> • Renting an apartment • Grocery shopping 	Pre/Post Test NH Trails Skills & Needs Assessment Adult Living Plan	Karen Langley, Director of Academics

	<p>Education (LCCE) curriculum to enhance student's vocational and independent living skills</p>	<ul style="list-style-type: none"> • Maintaining a checkbook • Being on time for work • Paying bills on time • Filling out job applications • Identify community resources • Take the vocational assessment and explore possible career opportunities • Cash versus credit 	<p>CareerScope Vocational Assessment Casey Family of Services Assessments</p>	

Mount Prospect Academy
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2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics	Vocational	
5 – 10 years old				
11-15 years old	50	50	50	
16-18 years old	75	75	75	
19 years and older	25	25	25	

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title I Tutor	Minimum Associates Degree	32,000 plus benefits
3	.25	RENEW Facilitator	Bachelor's Degree	27,500
1	1	Special Education Administrator	Master's degree	Contributed by MPA
1	1	Dean of Students		
9	9	Regular education teachers	Bachelors Degree	Contributed by MPA
3	.75	Academic Case Manager	Bachelors Degree	Contributed by MPA

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

Jana Wolf
Name of Individual

Academic Case Manager
Title of Individual

Leah Shadeed
Name of Individual

Academic Case Manager
Title of Individual

D. Staff/ Student Ratio's :

Total students paroled T1 D support 150 divided by Total Title I Staff FTE 18 = 8.3 to 1

Mount Prospect Academy
Institution Name

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

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

Mount Prospect Academy is a year-round residential treatment facility, with an approved special education school. Our student population includes a mix of coded and non- coded individuals. Mount Prospect believes in an approach that focuses on the student's overall growth and development, with the assumption that across the board growth and development will positively influence the student's ability to address specific issues in his life. For this reason, we have developed an array of services that encompass the broad psychological, behavioral, academic, psychiatric, medical, social, spiritual and vocational needs of our students. These services include individual therapy, group therapy, adventure-based counseling, milieu counseling, behavior modification and behavior management, crisis intervention, regular and special education, vocational and pre- vocational education, experiential education, and transitional living and life skills.

In addition to purely academic and special education needs, a typical Mount Prospect Academy student profile is likely to include many of the following:

- Adjudication – court placement
- Crimes against persons; including sexual offending, fire setting and physical aggression
- History of severe abuse/neglect, often resulting in abuse-reactive behavior
- Emotional Handicaps, Learning Disabilities
- Oppositional Defiant Disorder, Conduct Disorder, Attention Deficit Hyperactivity Disorder

Other psychiatric disorders including anxiety, post -traumatic stress disorder, bipolar, and depression

- Self- mutilation
- History of suicide attempts/thoughts
- History of alcohol and drug abuse
- Enuresis/Encopresis
- Dysfunctional, disrupted families
- Chronic runaway
- Crimes against property including theft and vandalism

The uniqueness of Mount Prospect Academy resides in the nature of its student population and in its attempt to address their destructive behaviors through all of the strands of its therapeutic milieu, including individual and group therapy, adventure –based counseling, a NH frameworks based academic program, special education, intensive vocational experience, family and community outreach, and a "home life" based residential atmosphere.

All of these strands must be woven together in order to help each student become a healthy, intact human being. The importance of what we attempt to accomplish with the individual and for the community at large cannot be overemphasized. We are one of the limited number of facilities in the United States, which attempts to treat behaviors that are recognized by society as perhaps the most destructive of all. Our hope for success lies in the balance of these approaches and in the recognition that there are many ways in which to connect with a student and to help him develop the empathy necessary to alter the course of his life.

How do we measure success with our student? What are desirable outcomes? Because of the complex nature of our student population, and the multiple needs of each student, measuring success has many components. What do we need to do to return students to their families and communities so that everyone is safe, and students live productive lives? Effective treatment has to be a major emphasis at Mount Prospect Academy. Through the many strands of our program, we attempt to reach "reach" our students, to help them develop empathy, to help them recognize the triggers for their inappropriate behavior, to manage their anger, to understand and survive their family dynamics, and to help them build genuine self- esteem. For our students who are on Individualized Education Plans, academic achievement is measured in terms of accomplishing IEP goals and objectives. The success of our non-identified students is measured in the amount of growth shown in achieving the standards set forth in the

NH Curriculum Frameworks. Our academic program does not stand alone; it is part of the overall therapeutic milieu. We are also implementing administration of the NWEA three times a year to document student progress in core academic subjects. We will use this data to analyze our current teaching practices.

Mount Prospect Academy students are provided with a NH Curriculum Frameworks based curriculum. Students undergo assessment for basic skills when they arrive at Mount Prospect. Teachers quickly observe and record a student's ability to read, comprehend, write and perform basic mathematical functions. Then the teachers focus on the areas in which the student needs help, individualizing to meet both IEP objectives and observed efficiencies in core subject areas.

To an at-risk student, regaining the educational ground they've lost over the years can seem an insurmountable task. Without options to regain lost credits—effective options that keep them from having to retake class with much younger students—they may see dropping out as their only recourse. Many of the students we currently serve move throughout the system and often cannot earn the credits necessary to obtain their high school diploma.

About 3 years ago, Mount Prospect Academy implemented the use of PLATO as part of our credit recovery program. PLATO Learning Environment is an effective credit recovery solution. PLATO curriculum gives students a needed alternative and second chance to learn online and be challenged by rigorous, standards-driven content.

PLATO Learning is self-paced and put in real-world context and coupled with offline activities and Internet resources that reinforce learning in areas of greatest weakness. It allows students to complete course requirements more rapidly, recover credits, regain self-confidence, and graduate on time. This year we want to expand our offerings to include Social Studies and courses geared for our students identified as needing specialized curriculum offerings.

We recently started to administer Accues, a computerized assessment program offered through PLATO that assesses a student's Reading, Math and Language skills. We will be using this data, along with the NWEA data to monitor student progress and determine which students would benefit from the additional supports offered through Title I.

Title I will enhance and supplement the services already being provided at Mount Prospect Academy by providing intensive small group and one-on-one work that is necessary to bring students with deficits in literacy and mathematics closer to grade level. Two Title I tutors will provide assistance both in and out of the classroom to our Tier 2 and Tier 3 students to support their understanding of the material being presented.

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

The major focus of Mount Prospect Academy is to return students successfully to their homes, schools and communities. To that end, Mount Prospect employs Clinicians and Family Workers who provide individual and family therapy to students and their families in their home communities. Family Workers also coordinate appointments and provides services to assist the student and family in their home communities. The Academic Case Managers also work with the Permanency team to facilitate the transition back to the home school district. New to the program this year, the three Academic Case Managers will be implementing a newsupplemental transition service called Project RENEW. Transition planning will begin the day a student enters the program. This transition planning will work in concert with the students individual treatment plan in an effort to increase communication within the team and work together to develop solid transition back to home, school and community.

Two Title I tutors will provide assistance both in and out of the classroom to our Tier 2 and Tier 3 students to support their understanding of the material being presented.

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

New this year to our programming is the inclusion of an Adult Living teacher in each classroom working full-time with the core teacher, the academic case manager and behavioral support personnel. These teachers provide comprehensive assessments and instruction to all students enrolled in our program.

F. Transition Services:

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

Depending on the amount of funding \$ 27,500 will be used to provide transitional education services for neglected or delinquent youth.

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

Mount Prospect Academy will use the reserved funds to obtain materials which will help students participate in a credit recovery program and to obtain materials to prepare for employment, such as information on how to write appropriate resumes, banking packets, budget planning etc.

The funds will also be used to hire 3 Transition Facilitators, .25 FTE. The Transition Facilitator will attend a training to learn how to implement RENEW (Rehabilitation for Empowerment, Natural Supports, Education and Work). RENEW is a structured school-to-career transition planning and individualized wraparound process for youth with emotional and behavioral challenges. The model focuses on supporting each youth to design and pursue a plan for the transition from school to adult life. RENEW has substantially increased the high school completion, employment, and post-secondary education participation rates among our most vulnerable youth.

Outcomes from this process:

- Improved educational outcomes (increased graduation rates, post-secondary education participation)
- Increased employment rates
- Improved functioning in school and in the community
- Reductions in behavior problems in school and in the community (including reduced juvenile justice involvement)
- High youth satisfaction rates
- Increased youth self-determination and self efficacy skills

Mount Prospect Academy
Institution Name

G. Professional Development:

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

The primary focus of all of our professional development for the 2014-2015 academic year is improved student learning and engagement. Mount Prospect Academy faculty has requested assistance with developing unit plans that concentrate on key concepts and integrate literacy into their content areas. This year we will focus on the data that we are using in making our decisions regarding student learning. The teachers need to be able to answer the questions, using the data they are gathering, "How do you know the students learned the information? How are they demonstrating that they have learned the information being taught?"

Another focus of the professional development training will be looking at student behavior and the data that we are collecting around student behavior and school culture.

- 2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

Three Academic Case Managers will attend 3 days of training to become RENEW facilitators. This training is done by UNH Institute of Disability on April 1-3, 2015. This three-day institute will provide in-depth training on the Rehabilitation for Empowerment, Natural supports, Education, and Work (RENEW) model and process.

Through group activities and instruction, participants will learn to engage youth in the process, facilitate personal futures planning through mapping, develop individualized and youth-specific teams and resources, direct the RENEW team process, conduct school-to-career planning, and empower youth to lead the process.

A brief overview will be provided of necessary system supports to ensure successful implementation. Attendees will leave the series with the knowledge and skills to implement RENEW in their practices.

Agenda:

- Day 1: Orientation to the RENEW Process, youth and family engagement, personal futures planning.
- Day 2: Team facilitation, progress monitoring, resource development, transition and employment strategies.
- Day 3: Mapping examples, implementation challenges and successes, transitioning youth from RENEW, fidelity and coaching.

***** Date revision

H. Coordination:

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

independence as valued and contributing members of society. Fedcap offers a wide array of programs and services to help young people achieve success in education and employment and become happy and self-sufficient adults. Our specific focus areas include youth who have spent time in foster care or are "transitioning out" of other child-welfare and juvenile justice systems; those with physical, developmental or learning disabilities, and any young person "disconnected" from the support they need to move into a successful and self-sufficient adulthood. Through this relationship, Mount Prospect Academy will provide additional specific job training through their vocational sites.

Mount Prospect Academy has an extensive vocational training and applied learning program that involves not only on-site but off-site job training. This is the result of coordinated effort with many local businesses. Career development and awareness, emphasizing transition back to the community, are integrated through the NH Trails and LCCE curriculum, classroom work, on-campus work, and off-campus work experiences in local businesses.

The vocational program at Mount Prospect Academy is totally funded by Mount Prospect Academy, not through federal grants. We fund the position of School-to-Work Coordinator, who works with the local businesses. We fund the positions of Treatment Coordinators, Milieu Clinicians and Permanency Coordinators, who do extensive work with transition: individually, in groups, and with family systems. Mount Prospect Academy also funds three special education case managers who work with students on their learning needs and also work on the educational transition of our students.

We believe that by combining special education services with the information the teachers can gain (through Title I sponsored in-service trainings) all of our students will make considerable gains; academically and behaviorally.

The Department of Education is supporting learning through participation in extended learning opportunities (ELO's). Fred Bramante, a supporter of ELO's was our guest speaker at graduation last year. Our students thrive in their participation in our vocational programs which often result in their ability to successfully complete high school.

Academic Budget

Revised 10-23-14

Mount Prospect Academy
Institution Name

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Title I Tutor salary (32,000) plus benefits (10,448) Benefits breakdown: payroll taxes (7.65%), workmen's comp (20%), medical & dental (5%)	\$26666.66 -salary \$ 8706.66 -benefits
	Title I Tutor salary (32,000) plus benefits (10,448) Benefits breakdown: payroll taxes (7.65%), workmen's comp (20%), medical & dental (5%)	\$26666.66- salary \$ 8706.66 - benefits
	3- RENEW Facilitators/Transition Specialist- 25% of their salaries	\$8333.33 \$7291.66 \$7291.66
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	PLATO Middle and High School courses including Accuass Assessments - \$6600.00 NWEA MAP Test- \$2500.00 CareerScope Online- aptitude and interest assessment - up to 150 student assessments for one year- \$1949 NH Arts Alliance- Artists In Residence- \$1,000	\$11,049.00
Supplies and Materials. <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	Admission for 30 to the Boston Museum of Science- \$20 each- \$600 Admission for 30 to the New England Aquarium- \$25 each- \$750 Admission for 30 to Montshire Museum-\$10 each- \$300 Admission for 30 to the VIN Raptor Center- \$360	\$5000.00

	<p>Admission for 30 to the Squam Lakes Science Center- \$10- \$300</p> <p>LEGO EV3 8 student Science Add-On Classroom Pack- \$800</p> <p>Admission for 12 to a Monarchs game- \$120</p> <p>Admission for 12 to a Fisher Cats game- \$120</p> <p>Key Math Forms A & B- \$1000</p> <p>Woodcock Reading Mastery - Forms A & B - \$800</p>	
<p>Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i></p>	<p>E-books for the Nooks</p>	<p>\$300.00</p>
<p>Equipment <i>Attach a justification for each item to be purchased.</i></p>	<p>2 laptop computers for Title I tutors</p>	<p>\$1460.00</p>
<p>Professional Development Activities</p>	<p>RENEW Facilitator training Scheduled for April 1-3, 2015</p>	<p>\$1200.00</p>
<p>Travel <i>Summarize activities including the number of days, people involved and associated costs.</i></p>	<p>Contributed by MPA</p>	
<p>Administration</p>	<p>Contributed by MPA</p>	
<p>Total Costs</p>		<p>\$112,672.29</p>

Mount Prospect Academy
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2014-2015

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2014-2015 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				Karen Langley; Director of Academics, Teachers at Mount Prospect Academy
Mathematics	Continue to develop a comprehensive mathematics program that will enable students to improve their basic skills as defined in the Common Core Standards	Students will improve their overall math skills; including remediation of skill gaps	NWEA Measures of Academic Progress – Math Skills: school wide in the fall (10/14, winter (1/15) and spring (5/15) Review of student work and classroom assessments (including observations). Access assessment through PLATO for all incoming students within the first 30 days and 30 days prior to exit	aren Langley; Director of Academics, Teachers at Mount Prospect Academy
Reading	Continue to develop a balanced literacy program	Student will improve their total reading skills as measured by an	NWEA Measures of Academic Progress – Reading Skills:	Karen Langley; Director of

	<p>that will enable students to improve their reading and writing skills, to provide Mount Prospect Academy with convenient, broadly descriptive assessment of individual student skills and accomplishments.</p>	<p>Increase in the reading score on the NWEA</p> <p>Students will increase their reading vocabulary as measured by an increase in the reading score on the NWEA</p> <p>Students will improve their reading comprehension as measured by an increase in the reading score on the NWEA</p> <p>Students will increase the written language skills by:</p> <ul style="list-style-type: none"> • Improving paragraph construction • Improving usage of capitalization and punctuation • Improving their ability to effectively communicate an idea to the reader 	<p>school wide in the fall (10/13, winter (1/14) and spring (5/14)</p> <p>Reading Screening at intake and prior to exit</p> <p>Examination of intake documentation; such as previous academic achievement scores, NECAP scores, previous report cards etc.</p> <p>Voyager Reading Series placement test. Classroom assessments (including observations) focusing on reading and writing</p> <p>Corrective Reading assessment and instruction for students struggling with improving their reading skills. This series also has a writing component</p> <p>Access assessment through PLATO for all incoming students within the first 30 days and 30 days prior to exit</p>	<p>Academics, Teachers at Mount Prospect Academy</p>
<p>Vocational Outcomes</p>				
<p>Adult Living</p>	<p>Continue to implement the NH Trails Curriculum and continue to implement the Life Centered Career</p>	<p>Students will gain skills necessary for living on their own i.e.,</p> <ul style="list-style-type: none"> • Renting an apartment • Grocery shopping 	<p>Pre/Post Test NH Trails Skills & Needs Assessment</p> <p>Adult Living Plan</p>	<p>Karen Langley, Director of Academics</p>

<p>Education (LCCE) curriculum to enhance student's vocational and independent living skills</p>	<ul style="list-style-type: none"> • Maintaining a checkbook • Being on time for work • Paying bills on time • Filling out job applications • Identify community resources • Take the vocational assessment and explore possible career opportunities • Cash versus credit 	<p>CareerScope Vocational Assessment Casey Family of Services Assessments</p>	

Mount Prospect Academy
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics	Vocational
5 – 10 years old			
11-15 years old	25	25	25
16-18 years old	45	45	45
19 years and older	10	10	10

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title I Tutor	Minimum Associates Degree	32,000 plus benefits
3	.25	RENEW Facilitator	Bachelor's Degree	27,500
1	1	Special Education Administrator	Master's degree	Contributed by MPA
1	1	Dean of Students	Bachelor's Degree	Contributed by MPA
9	9	Regular education teachers	Bachelors Degree	Contributed by MPA
3	.75	Academic Case Manager	Bachelors Degree	Contributed by MPA

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

Jana Wolf
Name of Individual

Academic Case Manager
Title of Individual

Leah Shadeed
Name of Individual

Academic Case Manager
Title of Individual

D. Staff/ Student Ratio's :

Total students paroled T1 D support 70 divided by Total Title I Staff FTE 18 = 3.88 to 1

Mount Prospect Academy
Institution Name

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

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

Mount Prospect Academy is a year-round residential treatment facility, with an approved special education school. Our student population includes a mix of coded and non- coded individuals. Mount Prospect believes in an approach that focuses on the student's overall growth and development, with the assumption that across the board growth and development will positively influence the student's ability to address specific issues in his life. For this reason, we have developed an array of services that encompass the broad psychological, behavioral, academic, psychiatric, medical, social, spiritual and vocational needs of our students. These services include individual therapy, group therapy, adventure-based counseling, milieu counseling, behavior modification and behavior management, crisis intervention, regular and special education, vocational and pre- vocational education, experiential education, and transitional living and life skills.

In addition to purely academic and special education needs, a typical Mount Prospect Academy student profile is likely to include many of the following:

- Adjudication – court placement
- Crimes against persons; including sexual offending, fire setting and physical aggression
- History of severe abuse/neglect, often resulting in abuse-reactive behavior
- Emotional Handicaps, Learning Disabilities
- Oppositional Defiant Disorder, Conduct Disorder, Attention Deficit Hyperactivity Disorder

Other psychiatric disorders including anxiety, post -traumatic stress disorder, bipolar, and depression

- Self- mutilation
- History of suicide attempts/thoughts
- History of alcohol and drug abuse
- Enuresis/Encopresis
- Dysfunctional, disrupted families
- Chronic runaway
- Crimes against property including theft and vandalism

The uniqueness of Mount Prospect Academy resides in the nature of its student population and in its attempt to address their destructive behaviors through all of the strands of its therapeutic milieu, including individual and group therapy, adventure –based counseling, a NH frameworks based academic program, special education, intensive vocational experience, family and community outreach, and a “home life” based residential atmosphere.

All of these strands must be woven together in order to help each student become a healthy, intact human being. The importance of what we attempt to accomplish with the individual and for the community at large cannot be overemphasized. We are one of the limited number of facilities in the United States, which attempts to treat behaviors that are recognized by society as perhaps the most destructive of all. Our hope for success lies in the balance of these approaches and in the recognition that there are many ways in which to connect with a student and to help him develop the empathy necessary to alter the course of his life.

How do we measure success with our student? What are desirable outcomes? Because of the complex nature of our student population, and the multiple needs of each student, measuring success has many components. What do we need to do to return students to their families and communities so that everyone is safe, and students live productive lives? Effective treatment has to be a major emphasis at Mount Prospect Academy. Through the many strands of our program, we attempt to reach “reach” our students, to help them develop empathy, to help them recognize the triggers for their inappropriate behavior, to manage their anger, to understand and survive their family dynamics, and to help them build genuine self- esteem. For our students who are on Individualized Education Plans, academic achievement is measured in terms of accomplishing IEP goals and objectives. The success of our non-identified students is measured in the amount of growth shown in achieving the standards set forth in the

NH Curriculum Frameworks. Our academic program does not stand alone; it is part of the overall therapeutic milieu. We are also implementing administration of the NWEA three times a year to document student progress in core academic subjects. We will use this data to analyze our current teaching practices.

Mount Prospect Academy students are provided with a NH Curriculum Frameworks based curriculum. Students undergo assessment for basic skills when they arrive at Mount Prospect. Teachers quickly observe and record a student's ability to read, comprehend, write and perform basic mathematical functions. Then the teachers focus on the areas in which the student needs help, individualizing to meet both IEP objectives and observed efficiencies in core subject areas.

To an at-risk student, regaining the educational ground they've lost over the years can seem an insurmountable task. Without options to regain lost credits—effective options that keep them from having to retake class with much younger students—they may see dropping out as their only recourse. Many of the students we currently serve move throughout the system and often cannot earn the credits necessary to obtain their high school diploma.

About 3 years ago, Mount Prospect Academy implemented the use of PLATO as part of our credit recovery program. PLATO Learning Environment is an effective credit recovery solution. PLATO curriculum gives students a needed alternative and second chance to learn online and be challenged by rigorous, standards-driven content.

PLATO Learning is self-paced and put in real-world context and coupled with offline activities and Internet resources that reinforce learning in areas of greatest weakness. It allows students to complete course requirements more rapidly, recover credits, regain self-confidence, and graduate on time. This year we want to expand our offerings to include Social Studies and courses geared for our students identified as needing specialized curriculum offerings.

We recently started to administer Accuess, a computerized assessment program offered through PLATO that assesses a student's Reading, Math and Language skills. We will be using this data, along with the NWEA data to monitor student progress and determine which students would benefit from the additional supports offered through Title I.

Title I will enhance and supplement the services already being provided at Mount Prospect Academy by providing intensive small group and one-on-one work that is necessary to bring students with deficits in literacy and mathematics closer to grade level. Two Title I tutors will provide assistance both in and out of the classroom to our Tier 2 and Tier 3 students to support their understanding of the material being presented.

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

The major focus of Mount Prospect Academy is to return students successfully to their homes, schools and communities. To that end, Mount Prospect employs Clinicians and Family Workers who provide individual and family therapy to students and their families in their home communities. Family Workers also coordinate appointments and provides services to assist the student and family in their home communities. The Academic Case Managers also work with the Permanency team to facilitate the transition back to the home school district. New to the program this year, the three Academic Case Managers will be implementing a newsupplemental transition service called Project RENEW. Transition planning will begin the day a student enters the program. This transition planning will work in concert with the students individual treatment plan in an effort to increase communication within the team and work together to develop solid transition back to home, school and community.

Two Title I tutors will provide assistance both in and out of the classroom to our Tier 2 and Tier 3 students to support their understanding of the material being presented.

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

New this year to our programming is the inclusion of an Adult Living teacher in each classroom working full-time with the core teacher, the academic case manager and behavioral support personnel. These teachers provide comprehensive assessments and instruction to all students enrolled in our program.

F. Transition Services:

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

If the full amount of funding is granted, approximately 20% , \$4583.32 of the total funds will be used to provide transitional education services for neglected or delinquent youth.

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

The funds will also be used to hire 3 Transition Facilitators, .25 FTE. The Transition Facilitator will attend a training to learn how to implement RENEW (Rehabilitation for Empowerment, Natural Supports, Education and Work). RENEW is a structured school-to-career transition planning and individualized wraparound process for youth with emotional and behavioral challenges. The model focuses on supporting each youth to design and pursue a plan for the transition from school to adult life. RENEW has substantially increased the high school completion, employment, and post-secondary education participation rates among our most vulnerable youth.

Outcomes from this process:

- Improved educational outcomes (increased graduation rates, post-secondary education participation)
- Increased employment rates
- Improved functioning in school and in the community
- Reductions in behavior problems in school and in the community (including reduced juvenile justice involvement)
- High youth satisfaction rates
- Increased youth self-determination and self efficacy skills

Mount Prospect Academy
Institution Name

G. Professional Development:

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

N/A for summer programming

2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

N/A for summer programming

H. Coordination:

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

Mount Prospect Academy is in the process of pursuing a relationship with Fedcap. Fedcap's mission is to create opportunities for people with barriers to move toward economic independence as valued and contributing members of society. Fedcap offers a wide array of programs and services to help young people achieve success in education and employment and become happy and self-sufficient adults. Our specific focus areas include youth who have spent time in foster care or are "transitioning out" of other child-welfare and juvenile justice systems; those with physical, developmental or learning disabilities, and any young person "disconnected" from the support they need to move into a successful and self-sufficient adulthood. Through this relationship, Mount Prospect Academy will provide additional specific job training through their vocational sites.

Mount Prospect Academy has an extensive vocational training and applied learning program that involves not only on-site but off-site job training. This is the result of coordinated effort with many local businesses. Career development and awareness, emphasizing transition back to the community, are integrated through the NH Trails and LCCE curriculum, classroom work, on-campus work, and off-campus work experiences in local businesses.

The vocational program at Mount Prospect Academy is totally funded by Mount Prospect Academy, not through federal grants. We fund the position of School-to-Work Coordinator, who works with the local businesses. We fund the positions of Treatment Coordinators, Milieu Clinicians and Permanency Coordinators, who do extensive work with transition: individually, in groups, and with family systems. Mount Prospect Academy also funds three special education case managers who work with students on their learning needs and also work on the educational transition of our students.

We believe that by combining special education services with the information the teachers can gain (through Title I sponsored in- service trainings) all of our students will make considerable gains; academically and behaviorally.

The Department of Education is supporting learning through participation in extended learning opportunities (ELO's). Fred Bramante, a supporter of ELO's was our guest speaker at graduation last year. Our students thrive in their participation in our vocational programs which often result in their ability to successfully complete high school.

Summer Programming Budget

Title I Part D, Subpart 1 -- Institution
Page 10 of 11

Mount Prospect Academy
Institution Name

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Title I Tutor salary (32,000) plus benefits (10,448) Benefits breakdown: payroll taxes (7.65%), workmen's comp (20%), medical & dental (5%)	\$5333.33 - salary \$1741.33- benefits
	Title I Tutor salary (32,000) Benefits breakdown: plus benefits (10,448) payroll taxes (7.65%), workmen's comp (20%), medical & dental (5%)	\$5333.33- salary \$1741.33- benefits
	3- RENEW Facilitators/Transition Specialist- 25% of their salaries	\$1666.66 \$1458.33 \$1458.33
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	NH Arts Alliance- Artists In Residence- \$1,000	\$1,000.00
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	Admission for 30 to the Boston Museum of Science- \$20 each- \$600 Admission for 30 to the New England Aquarium- \$25 each- \$750 Admission for 20 to Montshire Museum-\$10 each- \$200 Admission for 20 to the VINS Raptor Center- \$240 Admission for 20 to the Squam Lakes Science Center- \$10- \$200 Hermit Island Trip- 3 days- \$1000.00	\$2990.00

<p>Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i></p>		
<p>Equipment <i>Attach a justification for each item to be purchased.</i></p>		
<p>Professional Development Activities</p>		
<p>Travel <i>Summarize activities including the number of days, people involved and associated costs.</i></p>		
<p>Administration</p>		
<p>Total Costs</p>		<p>\$22,722.64</p>



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

Dague Clark, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
dbclark@dhhs.state.nh.us
4. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.



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;

KJ

12/2/14



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$3,000,000; and



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

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12/2/14

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)

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

Contractor Name:

12/2/14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

12/2/14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

Exhibit E – Certification Regarding Lobbying

Contractor Initials KL

Date 12/2/14



**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

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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:

12/2/14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics



**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

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

6/27/14

11:00:00 AM

Page 1 of 2

Page 40 of 50

Date

12/2/14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

12/2/14
Date

Karen Longley
Name: Karen Longley
Title: Director of Academics

Exhibit G

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

Contractor Initials

KL

Date

12/2/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

12/2/14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics



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.

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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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH D HHS
The State

Mary Ann Cooney
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

12/30/14
Date

Mount Prospect Academy
Name of the Contractor

Karen Langley - Director of Academics
Signature of Authorized Representative

Karen Langley
Name of Authorized Representative

Director of Academics
Title of Authorized Representative

12/2/14
Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *Mount Prospect Academy*

12/2/14
Date

Karen Langley
Name: *Karen Langley*
Title: *Mount Prospect Academy
Director of Academics*



FORM A

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

1. The DUNS number for your entity is: 969230668
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

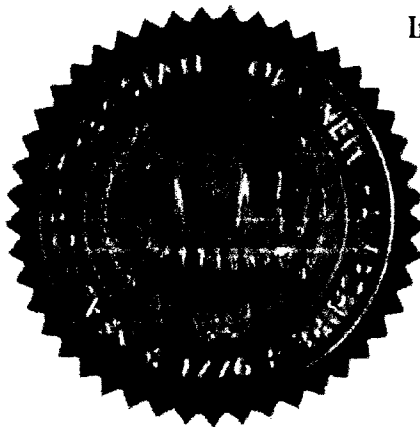
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOUNT PROSPECT ACADEMY, INC. is a New Hampshire nonprofit corporation filed December 24, 2002. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of December, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Mount Prospect Academy.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/13/14:
(Date)

RESOLVED: That the Director of Academics
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 5th day of December, 2014.
(Date Contract Signed)

4. Karen Langley is the duly elected Director of Academics
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jay Wolter
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 16th day of Dec, 2014.

By Jay Wolter
(Name of Elected Officer of the Agency)

Tammy Olsen
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

TAMMY CHRISTINE OLSEN
Notary Public - New Hampshire
Commission Expires: My Commission Expires May 11, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2014

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

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

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Justin C. Barwood	Phone: 802-295-3329 Fax: 802-298-6126	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Insurance Company INSURER B : Maine Employers Mutual INSURER C : INSURER D : INSURER E : INSURER F :
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INSURED **Becket Family of Services dba Mount Prospect Academy Inc. PO Box 325 Orford, NH 03777**

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			PHPK1201920	07/07/2014	07/07/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> molest/prof 1/3						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPAOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK1201920	07/07/2014	07/07/2015	Emp Ben. \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			PHUB466752	07/07/2014	07/07/2015	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5101800529	07/07/2014	07/07/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			PHPK1201920	07/07/2014	07/07/2015	Blkt Bldg 15,954,287
							Blkt BPP 2,524,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Workers Compensation Statutory Coverage applies in ME, NH & VT. No excluded officers.

CERTIFICATE HOLDER NHDIVIS NH Division for Children, Youth and Families 97 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Mount Prospect Academy

Mission Statement

Jay T. Wolter, CFO

Our mission is to inspire our students to achieve, in their own unique and personal way, meaningful success. We do not define success for our student; they must do this themselves – with out guidance, and the guidance of those whom they love and respect. For this reason, we encourage the involvement of others in this process of guidance and support.

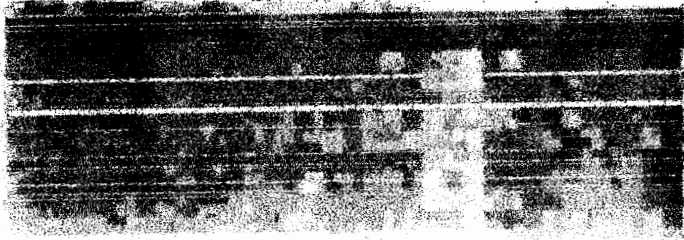
In many ways, our mission is defined by what we do. Through our academic programs, we seek to provide students with the knowledge and critical thinking skills they will need to achieve success. Through our counseling and treatment services, we help students identify and overcome obstacles that have been placed in their path to success. By emphasizing the formation of character, we instill the basic values of industry and honesty, each of which we believe to be essential components to success. Through our emphasis on health, nutrition and physical well being, students are provided the endurance needed to work hard to achieve success. Through adventure programs, students are taught the spirit of accepting a challenge through the thrill of achievement. Through our vocation programs students are taught the basic ethic of the workplace.

At Becket programs, you will not generally find our students slouched in front of the television, playing game-boy, endlessly surfing the net and eating junk food. Instead, you will find them in an activity requiring discipline, physical exertion, social interaction or intellect. This is why Becket, despite its gradual shift to clinically oriented programs, continues to emphasize habit forming chores, school, the farm, wilderness adventure and vocation awareness programs. This is our backbone. Through the simple process of getting things done and finding, within themselves, meaningful rewards, our students develop character and confidence. As their confidence grows and their character develops, so does their “zest for life’ and, hence, their ability to accept new challenges, not just he challenge of treatment, but all the challenges of life. It is through this process that they will find their own and unique happiness and success. They will be prepared to continue their education, to start a career and to be good citizens.

This is our mission. It is not a mission to memorize. It is a way of life.



Berry



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Becket Academy, Inc. and Affiliates, which comprise the consolidated statement of financial position as of June 30, 2014, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly in all material respects, the financial position of Becket Academy, Inc. and Affiliates as of June 30, 2014, and the changes in their net assets and their cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

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

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
November 14, 2014

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Financial Position

June 30, 2014

ASSETS

Current assets	
Cash and cash equivalents	\$ 2,164,872
Assets whose use is limited	156,801
Tuition and fees receivable, net of allowance for doubtful accounts of \$155,000	3,128,319
Current portion of notes receivable	36,886
Prepaid expenses	147,092
Due from related parties	<u>275,713</u>
Total current assets	<u>5,909,683</u>
Property and equipment	
Land and land improvements	4,129,349
Buildings and building improvements	12,425,346
Leasehold improvements	1,344,135
Vehicles and equipment	3,110,290
Furniture and fixtures	1,599,869
Construction-in-progress	<u>1,085,562</u>
	23,694,551
Less accumulated depreciation	<u>9,130,790</u>
Net property and equipment	<u>14,563,761</u>
Other assets	
Investments	537,149
Replacement reserves	28,077
Deferred costs, net of accumulated amortization of \$70,795	269,131
Notes receivable, net of current portion	<u>177,307</u>
Total other assets	<u>1,011,664</u>
Total assets	<u>\$21,485,108</u>

The accompanying notes are an integral part of these consolidated financial statements.

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 871,000
Accounts payable	586,647
Accrued expenses	1,908,853
Prepaid tuition	418,427
Estimated third-party payor settlements	<u>236,704</u>
Total current liabilities	4,021,631
Long-term liabilities	
Long-term debt, excluding current portion	<u>8,606,068</u>
Total liabilities	<u>12,627,699</u>
Commitments and contingencies (Notes 6 and 7)	
Net assets	
Unrestricted	8,849,409
Temporarily restricted	<u>8,000</u>
Total net assets	<u>8,857,409</u>
Total liabilities and net assets	<u>\$21,485,108</u>

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Activities

Year Ended June 30, 2014

Changes in unrestricted net assets	
Revenue and support	
Tuition, room and board, and other support	\$43,799,637
State nutrition program	221,233
Contributions	122,890
Other revenue	489,680
Net assets released from restrictions	<u>93,870</u>
Total revenue and support	<u>44,727,310</u>
Operating expenses	
Program expenses	
Education and home life	38,115,909
Supporting expenses	
General administration	<u>6,548,265</u>
Total operating expenses	<u>44,664,174</u>
Loss on disposal of property and equipment	<u>(135,792)</u>
Non-operating revenue	
Interest and dividend income	4,171
Unrealized and realized gains on investments	<u>19,453</u>
Net non-operating revenue	<u>23,624</u>
Net deficit transferred to unaffiliated organization	<u>19,965</u>
Change in unrestricted net assets	<u>(29,067)</u>
Changes in temporarily restricted net assets	
Contributions	9,850
Net assets released from restrictions	<u>(93,870)</u>
Change in temporarily restricted net assets	<u>(84,020)</u>
Total change in net assets	(113,087)
Net assets, beginning of year	<u>8,970,496</u>
Net assets, end of year	<u>\$ 8,857,409</u>

The accompanying notes are an integral part of these consolidated financial statements.

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Cash Flows

Year Ended June 30, 2014

Cash flows from operating activities	
Change in net assets	\$ (113,087)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,668,711
Loss on disposal of equipment	135,792
Unrealized and realized gains on investments	(19,453)
Change in allowance for doubtful accounts	(70,000)
Net deficit transferred to unaffiliated organization	(19,965)
Decrease (increase) in	
Tuition and fees receivable	424,187
Prepaid expenses	(38,248)
Notes receivable	34,311
Increase (decrease) in	
Accounts payable	18,628
Accrued expenses	706,068
Prepaid tuition	58,092
Estimated third-party payor settlements	<u>(74,702)</u>
Net cash provided by operating activities	<u>2,710,334</u>
Cash flows from investing activities	
Decrease in replacement reserve	2,157
Increase in due from related parties	(275,713)
Proceeds from sale of equipment	43,582
Purchase of property and equipment	(1,741,052)
Proceeds from sale of investments	65,136
Purchase of investments	(582,832)
Decrease in assets whose use is limited	<u>257,284</u>
Net cash used by investing activities	<u>(2,231,438)</u>
Cash flows from financing activities	
Principal payments on long-term borrowings	(785,991)
Payment of deferred financing costs	(18,713)
Receipt of contributions restricted by donor for a long-term purpose	91,500
Transfer of cash to unaffiliated organization	<u>(213,483)</u>
Net cash used by financing activities	<u>(926,687)</u>
Net decrease in cash and cash equivalents	(447,791)
Cash and cash equivalents, beginning of year	<u>2,612,663</u>
Cash and cash equivalents, end of year	\$ <u>2,164,872</u>
<u>Supplemental disclosures</u>	
Noncash transactions:	
Acquisition of property and equipment with issuance of long-term debt	\$ <u>967,237</u>
Deferred costs financed with issuance of long-term debt	\$ <u>73,979</u>

The accompanying notes are an integral part of these consolidated financial statements.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Nature of Business

Becket Academy, Inc. and Affiliates (the Organization) provide community-based and residential education services to children, adolescents and young adults through various schools and programs collectively known as the Becket Family of Services, and through programs known as the Mountain Valley Treatment Center and The Oliverian School, Inc. which are operated distinctly from the Becket Family of Services.

Becket Academy, Inc. (Becket) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. Becket, licensed by the State of Maine, provides residential childcare and related services in the State of Maine, and conducts specialized day treatment educational programs known as Central Maine Learning Center and Androscoggin Learning and Transition Center. Becket's residential locations are in Belgrade, Norridgewock, Litchfield, Auburn and Gorham, Maine. During the year ended June 30, 2013, Becket began providing services in Massachusetts under the trade name of Becket Adult Services. Becket Adult Services provides services to young adults in need of group home level mental health support. Three new homes were opened in this program during the year ended June 30, 2014 and this growing business offers services in 7 group homes in Massachusetts.

The Oliverian School, Inc. (Oliverian) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire of which Becket Academy, inc. is the sole member. Oliverian is licensed by the State of New Hampshire and operates The Oliverian School, a co-educational alternative high school program.

Upper Valley Stewardship Center (UVSC) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. UVSC operates the Mountain Valley Treatment Center (MVTC) in East Haverhill, New Hampshire. The center provides residential treatment for adolescents struggling with anxiety disorders.

The Oliverian Land & Cattle Co., LLC (OLCC) is a for-profit limited liability company whose sole member is Becket and is reflected as a subsidiary of Becket in these consolidated financial statements. OLCC was established to hold and develop real estate and/or undertake related agricultural tasks and management. However, as of June 30, 2014, OLCC only held real estate.

Mount Prospect Academy, Inc. (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. Since 2008, MPA has had a self-perpetuating Board of Trustees completely separate from the Board which governs Oliverian and Becket. Despite the division of control among these entities they continue to be economically reliant on each other. MPA is licensed by the State of New Hampshire and operates schools in Plymouth (Mount Prospect Academy), Campton (Becket House at Campton), Rumney (Becket House at Rumney), and Warren (Becket House at Warren), New Hampshire. MPA also provides comprehensive in-home and community support under the name Project Connect and home-based therapy under the name Solid Foundations. These services were initially provided exclusively to clients of the state of New Hampshire Department of Health and Human Services. They have since expanded into Massachusetts for clients of the Massachusetts Division of Children and Families and the Massachusetts Department of Mental Health.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Vermont Permanency Initiative, Inc. (VPI) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI was formed for the purpose of the operation of the Bennington School, a 55 bed co-educational residential treatment program in Bennington, Vermont. VPI also operates a 4 bed female crisis support program in Bennington, Vermont called the Vail House, and Vermont Support and Stabilization, which offers community based support to youth and families throughout Vermont. VPI operates through a self-perpetuating Board of Trustees completely separate from the Boards which govern Oliverian, MPA, Becket and UVSC. Despite the division of control among these entities they continue to be economically reliant on each other.

Connecticut River Academy, LLC (CRA), is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. CRA is a special education school, which offers community based support to youth and families throughout Vermont. In 2013, CRA was acquired by Educational Visions, LLC, whose sole member was MPA. As of June 30, 2013, CRA's activity was consolidated with the activity of MPA. Effective July 1, 2013, CRA operations were transferred to VPI. All material intercompany transactions and balances have been eliminated.

Effective January 1, 2011, Becket expanded its services in the area of outpatient and community support services to families through the acquisition of Connections for Kids (CFK), a not-for-profit corporation, which provides services to children to help them reach their individual potentials. CFK is incorporated under provisions of the laws of the State of Maine. During 2014, CFK disaffiliated with Becket and the equity was transferred to Kids Free to Grow, Inc., an unaffiliated organization.

The Organization receives a significant portion of its support from state and local governments. A reduction in the level of this support may have a significant effect on the Organization's programs and activities. While the Organization has diversified its funding streams in recent years, policy changes at both the state and federal level could drastically impact operations, including policy changes involving Medicaid reimbursement systems that are under consideration in both New Hampshire and Maine relating to residential child care. Management believes that the current funding environment is more volatile and uncertain than at any point in the Organization's operating history.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the activity of Becket, GLCC, Oliverian, MPA, UVSC and VPI. All material intercompany transactions and balances have been eliminated in consolidation.

Basis of Presentation

The accompanying consolidated financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations. They are available for support of programs or any other purpose deemed appropriate by the Board of Trustees.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions. At June 30, 2014, temporarily restricted net assets consisted of restricted contributions to Oliverian to be used for operations.

Permanently Restricted Net Assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. At June 30, 2014, the Organization did not have any permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

All unrestricted, highly liquid investments with an original maturity of three months or less are considered to be cash equivalents.

The Organization maintains its cash and certificates of deposit in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant risk with respect to these accounts.

Assets Whose Use is Limited

Assets whose use is limited consists of cash and cash equivalents reserved for the Organization's self-insured health care plan.

Tuition and Fees Receivable

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances. The Organization provides for probable uncollectible amounts through a charge to current year earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after the Organization has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Property and Equipment

Property and equipment are stated at cost or, if donated, at the fair market value at the date of donation. Expenditures for repairs and maintenance are expensed when incurred, and betterments and assets purchased in excess of \$1,000 are considered for capitalization.

Depreciation of property and equipment is charged against operations using the straight-line method over the estimated useful lives of these assets, as follows:

	<u>Years</u>
Land improvements	7 - 10
Buildings and building improvements	7 - 30
Leasehold improvements	5 - 25
Vehicles and equipment	3 - 5
Furniture and fixtures	2 - 15

When assets are sold or disposed of, the related cost and accumulated depreciation and amortization are removed from the respective accounts, and any resulting gain or loss is included in the consolidated statement of activities.

Investments

The Organization reports investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Investments consist primarily of mutual and exchange-traded funds which invest in bond and equity securities with readily determinable fair values.

Investments are exposed to various risks, such as interest rate, market and credit. Due to the level of risk associated with these securities and the level of uncertainty, related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect account balances and the amounts reported in the consolidated statement of financial position and the consolidated statement of activities.

Replacement Reserves

Becket has mortgage notes payable to Maine State Housing Authority. These mortgage notes require Becket to maintain replacement reserve funds in separate accounts for the purpose of providing a cash reserve for future property replacement needs. These restricted amounts are classified as "replacement reserves" in the consolidated statement of financial position and are generally not available for routine operating expenses.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Deferred Costs

In connection with obtaining certain debt financing, the Organization incurred various costs which have been deferred and are being charged to expense using the straight-line method over the lives of the loans, which mature at various dates through January 2038. Total amortization was \$15,820 in 2014.

Tuition, Room and Board, and Other Support and Other Changes in Net Assets

Tuition, room and board, and other support are recorded as increases in unrestricted net assets at the time the services are provided. In some circumstances, tuition revenues are received prior to the school year and are recorded as a current liability under prepaid tuition. Expenses are reported as decreases in unrestricted net assets. Gains and losses on other assets and liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor restriction or by law. Expirations of temporary restrictions, if any, on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between the applicable classes of net assets.

Additionally, the Organization has contractual arrangements with the Maine Department of Health and Human Services (DHHS) to render services to qualifying residents under certain cost-based and fee-for-service reimbursement programs, which may result in the Organization receiving payments for such services which differ from the standard charges. The Organization records their revenue at the net amount expected to be paid by DHHS based upon established rates.

Contributions

The Organization reports contributions of cash or other assets, including unconditional promises to give, in the consolidated statement of activities when the cash, unconditional promise, or other assets are received. Unconditional promises to give are reported at their net realizable value, with an allowance for uncollectible promises where appropriate. Conditional promises to give are reported in the consolidated statement of activities when the conditions are met.

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

The Organization reports gifts of land, buildings and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Income Taxes

The entities comprising the Organization, excluding OLCC, are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (the Code) whereby only unrelated business income, as defined by Section 512(a)(1) of the Code, is subject to federal income tax.

OLCC is a single member LLC that is a disregarded entity for purposes of filing federal and state income taxes. No tax provision was necessary for the activities of OLCC.

Allocation of Costs

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$344,370 in 2014.

2. Significant Concentrations and Estimated Third-Party Payor Settlements

Approximately 9% of the revenue recorded during 2014 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 13% of the revenue recorded during 2014 was from the Vermont Department of Education and various school districts located in Maine, New Hampshire, Vermont, Massachusetts, New York and Connecticut.

Approximately 15% of the revenue recorded during 2014 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under this program, the provider is reimbursed for the care of qualified residents at specified interim rates during the year. Differences between these interim contractual rates and the "cost" of this care, as defined by the Principles of Reimbursement (the Principles) governing the respective programs, are determined and settled on a retroactive basis. Laws and regulations governing the MaineCare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

DHHS is currently auditing the fiscal year 2010 and 2011 cost reports for the Becket House at Litchfield (the only Maine residential facility subject to this process). While this process clearly applies to certain young adult residents funded under a certain Appendix of MaineCare, Becket's initial cost reporting assumed this process did not apply to other resident revenue relating to clients who were paid under a different Appendix using standardized rates. In Becket's opinion, this revenue is not subject to the cost report reconciliation process. On a preliminary basis, State personnel have expressed a differing opinion which could result, if Becket is unable to convince DHHS representatives otherwise, in a liability to Maine of approximately \$251,000 for 2010 and 2011. Any additional liability for subsequent years has not yet been determined. This matter has been reviewed by counsel who believes Becket's legal position is strong.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

The consolidated financial statements reflect estimated settlements due under the MaineCare program. Although management expects to receive the estimated amounts, different interpretations of the governing Principles by regulatory authorities could result in subsequent adjustments. Settlements do not become final until cost reports are audited and approved by DHHS. Differences between estimated and actual settlements are recorded as contractual adjustments in the year of final determination. Net resident service revenue increased approximately \$72,000 in 2014 due to a decrease in estimated third-party payor settlements included in tuition, room and board, and other support in the consolidated statement of activities.

The cost reports for 2011, 2012, 2013 and 2014 have not reached final settlement, nor has the Becket House at Litchfield 2010 cost report. The estimated balance due to MaineCare was \$236,704 as of June 30, 2014. As of November 14, 2014, these amounts have not increased or decreased. Of this amount, only \$166,957 has been audited and is subject to cost settlement as of November 14, 2014. All other estimated amounts due have not yet been cost settled.

Following is a summary of net Maine revenue for 2014:

Tuition, room and board, and other fees	\$14,607,271
Provision for contractual adjustments under third-party reimbursement programs	<u>57,714</u>
Net Maine revenue	<u>\$14,664,985</u>

Due to the concentration of residents who receive benefits from the Medicaid reimbursement programs, the Organization is highly dependent upon regulatory authorities' establishing reimbursement rates that are adequate to sustain the Organization's operations.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

3. Notes Receivable

Notes receivable consists of the following.

Becket Academy, Inc.

Note receivable from an employee bearing interest of 5% annually. This note receivable requires payment of \$20,000, plus accrued interest, on October 31, annually through 2015. However, if the employee remains employed by Becket or MPA on the day such payments are due, such amounts shall be forgiven in their entirety.

\$ 40,000

Non-interest bearing note receivable from CFK due in full at date of maturity, June 30, 2016.

100,000

Total Becket Academy, Inc.

140,000

Upper Valley Stewardship Center

Note receivable from an employee bearing interest of 4% annually. Seventy-five percent of the note receivable will amortize over five years with the balance to be paid as a balloon payment in 2017

74,193

214,193

Less current portion

36,886

Notes receivable, net of current portion

\$ 177,307

4. Lines of Credit

Becket holds a line of credit agreement with Key Bank under which Key Bank agrees to advance up to \$250,000 to Becket upon request. Monies advanced accrue interest at the rate of 4.25%. No funds have been advanced under the line of credit. The line of credit is collateralized by a security interest in all assets of Becket.

Effective June 6, 2014, Oliverian entered into a line of credit agreement with Lake Sunapee Bank under which Lake Sunapee Bank agrees to advance up to \$150,000 to Oliverian. Monies advanced accrue interest based on *The Wall Street Journal's* prime rate plus a margin of 1% (4.25% at June 30, 2014). No funds have been advanced under the line of credit. The line is collateralized by certain real estate of Oliverian.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

5. Long-term Debt

Long-term debt consists of the following:

The Oliverian School, Inc.

Notes payable to Lake Sunapee Bank, due in monthly instalments of \$6,289, including interest, through June 2034. The note bears a fixed interest rate of 4.25% for seven years, at which time interest is repriced to the prevailing one-year Treasury rate plus 3.25%. A portion of the notes includes a not to exceed construction loan of \$270,000 to renovate and improve a campus building. As of June 30, 2014, no amount of this note has been borrowed. Both notes are collateralized by certain real estate of Oliverian.

\$ 861,861

Various vehicle and equipment non-interest bearing notes payable to financial institutions, due in monthly installments, ranging from \$688 to \$1,279, totaling \$2,655. Maturities occur in November 2016. The notes are collateralized by vehicles and equipment.

73,531

Total The Oliverian School, Inc.

935,392

Becket Academy, Inc.

Note payable to Maine State Housing Authority, due in monthly instalments of \$2,661, including interest at 7%, through April 2032; collateralized by land, buildings and equipment at Litchfield, Maine.

\$ 312,940

Note payable to Maine State Housing Authority, due in monthly instalments of \$2,565, including interest at 7%, through March 2031; collateralized by land, buildings and equipment at Norridgewock, Maine.

314,533

Note payable to Key Bank, due in monthly instalments of \$3,608, including interest at 3.99%, through October 2017, at which time the remaining balance is due in full; collateralized by real estate at Belgrade, Maine.

559,742

Note payable to United Bank, due in monthly instalments of \$2,173, including interest at 4.25%, through February 2023; collateralized by certain real estate at Lakeville, Massachusetts.

334,792

Note payable to United Bank, due in monthly instalments of \$2,158, including interest at 4.25%, through January 2023; collateralized by real estate at Springfield, Massachusetts.

221,113

Note payable to Lake Sunapee Bank, due in monthly instalments of \$4,636, including interest at 4.5%, through February 2032; collateralized by certain real estate of Becket.

117,456

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Note payable to Coastal Enterprises, Inc., due in monthly installments of \$4,985, including interest at 6.0%, through March 2023, at which time the remaining balance is due in full; collateralized by substantially all assets of Becket.	357,549
Note payable to United Bank, due in monthly installments of \$2,158, including interest at 4.25%, through March 2023; collateralized by real estate at Westminister, Massachusetts	314,747
Note payable to Coastal Enterprises, Inc., due in monthly installments of \$5,572, including interest at 6.0%, through February 2024, at which time the remaining balance is due in full; collateralized by real estate in Auburn and Belgrade, Maine.	487,517
Note payable to Lake Sunapee Bank, due in monthly installments of \$4,636, including interest at 4.625%, through June 2034; collateralized by certain real estate of Becket.	725,000
Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from \$270 to \$793, totaling \$21,854. Interest rates range from 0% to 9.50%. Maturities range from August 2015 through December 2019. The notes are collateralized by vehicles.	<u>776,504</u>
Total Becket Academy, Inc.	<u>4,521,993</u>

Mount Prospect Academy, Inc.

Note payable to Meredith Village Savings Bank, due in monthly installments of \$6,294, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (4.25% at June 30, 2014), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	\$ 788,565
Note payable to Meredith Village Savings Bank, due in monthly installments of \$5,392, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (4.25% at June 30, 2014), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	709,460
Note payable to Meredith Village Savings Bank, due in monthly installments of \$2,827, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (4.25% at June 30, 2014), through April 2028; collateralized by real estate in Haverhill, New Hampshire.	290,732

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30 2014

Note payable to Community Guarantee Savings Bank, due in monthly installments of \$8,835, including interest at 6.50%, through December 2023, collateralized by real estate associated with the debt.	136,381
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$180 to \$748, totaling \$15,722. Interest rates range from 0% to 11.98%. Maturities range from September 2014 through February 2019. The notes are collateralized by vehicles and equipment.	<u>391,763</u>
Total Mount Prospect Academy, Inc.	<u>2,316,901</u>
Upper Valley Stewardship Center	
Note payable to Meredith Village Savings Bank, due in monthly installments of \$3,772, including interest at 6.25%, through May 2017, at which time the remaining balance is due in full; collateralized by real estate in Plymouth, New Hampshire.	\$ 280,805
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$362 to \$916, totaling \$3,309. Interest rates range from 0% to 11.99%. Maturities range from October 2014 through December 2018. The notes are collateralized by vehicles and equipment.	<u>101,952</u>
Total Upper Valley Stewardship Center	<u>382,757</u>
Vermont Permanency Initiative, Inc.	
Note payable to Merritt Family, due in monthly installments of \$8,835, including interest at 7%, through January 2038, at which time the remaining balance is due in full; collateralized by land and property in Bennington, Vermont.	1,222,507
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$309 to \$847, totaling \$2,617. Interest rates range from 4.49% to 4.69%. Maturities range from January 2017 through November 2019. The notes are collateralized by vehicles and equipment.	<u>97,518</u>
Total Vermont Permanency Initiative, Inc.	<u>1,320,025</u>
	9,477,068
Less current portion	<u>871,000</u>
Long-term debt, excluding current portion	<u>\$ 8,606,068</u>

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

Maturities of long-term debt are as follows:

2015	\$ 871,000
2016	795,000
2017	902,000
2018	1,035,000
2019	428,000
Thereafter	<u>5,446,068</u>
	<u>\$ 9,477,068</u>

Interest expense was \$490,959 in 2014. Cash paid for interest approximates interest expense.

6. Commitments and Contingencies

Operating Leases

The Organization leases facilities from various parties, including related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to the Organization's President. Total rent for all leases was \$1,123,248 in 2014. Total rent paid to related parties was \$413,478 in 2014.

Future minimum lease payments for all non-cancelable leases having a lease term in excess of one year are as follows:

2015	\$ 452,253
2016	401,217
2017	222,577
2018	132,260
2019	<u>91,925</u>
Total:	<u>\$ 1,300,232</u>

Self-insurance

The Organization has a self-insured health care plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of \$50,000 with an aggregate limit of 125% of the expected claims. At June 30, 2014 the Organization has accrued \$167,306, under the self-insurance contract, reported in the Organization's accrued expenses in the consolidated statement of financial position.

Litigation

The Organization is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future positions or results of operations.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

7. Defined Contribution Retirement Plans

The Organization provides defined contribution retirement plans for eligible employees. All employees aged 21 or older may begin participation in the plans. Years of service requirements range from one to two years depending on the entity. Plan contributions by participants and the Organization range from three percent to five percent of regular salary.

Employer contributions in 2014 were as follows:

Becket	\$ 101,008
Oliverian	22,999
MPA	78,370
UVSC	44,818
VPI	<u>60,682</u>
Total	\$ <u>307,877</u>

8. Service Provider Tax

The Maine Legislature enacted legislation that repealed the sales tax on certain kinds of services and replaced it with a new Service Provider Tax (SPT). This law imposes a 5% SPT, effective July 1, 2004, on the "value" (i.e., sales price) of certain services provided in the State including Private Non-Medical Institutions services and certain clinical and outpatient services. Providers are taxed based on all revenue, regardless of source, received for the purpose of providing food, shelter, and treatment. MaineCare is then reimbursing facilities for their portion of the tax by increasing their direct care per diem rate. The portion of the tax paid on revenue generated from private pay residents will not be funded by MaineCare.

Total SPT expense was \$233,566 in 2014.

9. Fair Value Measurements and Disclosures

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820 defines fair value, establishes a framework for measuring fair value in accordance with U.S. GAAP, and expands disclosures about fair value measurements.

FASB ASC 820-10-20 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

The standard describes three levels of inputs that may be used to measure fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs, other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect the Organization's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Organization's investments are measured at fair value on a recurring basis determined by Level 1. Investments by type and corresponding market value consisted of the following:

Money market funds	\$ 13,272
Fixed income mutual funds	185,692
Exchange-traded funds	<u>338,185</u>
Total investments	\$ <u>537,149</u>

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 14, 2014, which is the date that the consolidated financial statements were available to be issued.

Effective July 1, 2014, Becket withdrew as sole member of Oliverian. As a result, Oliverian's net assets of \$2,205,845 at July 1, 2014, will no longer be consolidated in the consolidated statement of financial position.

In an attempt to expand services currently offered at MVTC, in early August, UVSC purchased a property in Bethlehem, New Hampshire that was formerly operated as a 12-bed licensed adult treatment facility for \$500,000. The purchase was partially financed with a loan from Union Bank for \$300,000. Management is developing a business plan in an effort to relicense the facility. If the property is relicensed, management expects operations will commence in January 1, 2015.

During 2014, the Organization provided \$572,462 to Penikese Island School, Inc. (Penikese), a non-profit residential treatment program for young men with substance use issues, used to develop the Penikese program located on Penikese Island in Massachusetts. The program admitted its first student in June 2014 and the Organization, through UVSC, began to manage the newly developed program under the terms of an Amended and Restated Operating Agreement (the Agreement) dated May 2014, by and between Penikese and UVSC. Under the terms of the Agreement, an unsecured note for \$300,000 was executed from Penikese to UVSC representing the full obligation of Penikese to the Organization for amounts invested by the Organization prior to January 1, 2014.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014

A second note, collateralized by certain assets owned by Penikese, is anticipated to be executed following completion of the startup phase and a determination being made by respective managers of Penikese and UVSC regarding the remaining investment by the Organization after January 1, 2014. In October 2014, the joint Board of Trustees of UVSC and Becket determined that, as a result of a slow market response to the Penikese program, the Organization was terminating the Agreement and withdrawing as manager effective November 22, 2014. Penikese has since entered into discussions with third parties regarding the possibility of continuing operations of the program, but the Organization is not a party to these discussions and cannot determine the likelihood that these discussions will be successful. Accordingly, management of the Organization has determined the likelihood of repayment of the existing unsecured note to be remote and therefore has fully reserved against the \$300,000 note receivable. However, based on anticipation of the second note being collateralized, management believes that the Organization will likely recoup \$250,000 of this note receivable and has reserved for amounts in excess thereof.

SUPPLEMENTARY INFORMATION

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Financial Position

June 30, 2014

ASSETS

	Becket Academy, Inc.	The Oliverian School, Inc.	Mount Prospect Academy, Inc.	Upper Valley Stewardship Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Contributed Log
Current assets								
Cash and cash equivalents	\$ 757,959	\$ 436,901	\$ 535,864	\$ (37,111)	\$ 441,259	\$ 2,154,872	\$	\$ 2,154,872
Assets whose use is limited	156,801					156,801		156,801
Tuition and fees receivable, net	1,101,938	13,903	1,076,954	10,686	1,042,177	3,247,658	(115,313)	3,128,319
Current portion of notes receivable	23,000			16,886	54,000	90,886	(54,000)	36,886
Prepaid expenses	54,630	27,299	14,698	18,045	22,420	147,092		147,092
Due from related parties	2,624,299			267,005		2,891,304	(2,605,561)	275,711
Total current assets	<u>4,715,627</u>	<u>508,103</u>	<u>1,629,515</u>	<u>275,511</u>	<u>1,559,856</u>	<u>8,688,613</u>	<u>(2,778,630)</u>	<u>5,909,983</u>
Property and equipment								
Land and land improvements	639,887	1,055,144	592,378	429,389	1,412,551	4,129,349		4,129,349
Buildings and building improvements	4,930,262	3,230,874	3,059,001	1,205,209		12,425,346		12,425,346
Leasehold improvements	343,125	49,198	412,702	521,521	17,589	1,344,135		1,344,135
Vehicles and equipment	1,419,753	204,550	1,031,122	317,615	137,253	3,110,290		3,110,290
Furniture and fixtures	574,891	421,431	275,609	319,064	8,874	1,599,869		1,599,869
Construction-in-progress	500,530	98,139	186,072	164,983	115,736	1,065,562		1,065,562
Less accumulated depreciation	<u>8,408,548</u>	<u>5,059,336</u>	<u>5,556,884</u>	<u>2,977,781</u>	<u>1,692,002</u>	<u>23,694,551</u>		<u>23,694,551</u>
Net property and equipment	<u>2,692,872</u>	<u>2,725,756</u>	<u>2,486,187</u>	<u>1,422,948</u>	<u>103,827</u>	<u>9,130,749</u>		<u>9,130,749</u>
Other assets								
Investments		537,149				537,149		537,149
Replacement reserves	28,077					28,077		28,077
Deferred costs, net	56,988	115,285	41,860	9,737	45,271	260,131		260,131
Notes receivable, net of current portion	678,174			57,307		735,081	(558,174)	176,907
Total other assets	<u>763,239</u>	<u>652,434</u>	<u>41,860</u>	<u>67,044</u>	<u>45,271</u>	<u>1,570,436</u>	<u>(558,174)</u>	<u>1,012,261</u>
Total assets	<u>\$ 11,195,142</u>	<u>\$ 3,494,117</u>	<u>\$ 4,742,063</u>	<u>\$ 2,197,388</u>	<u>\$ 3,194,102</u>	<u>\$ 24,822,812</u>	<u>\$ (3,337,704)</u>	<u>\$ 21,485,108</u>

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Financial Position (Concluded)

June 30, 2014

LIABILITIES AND NET ASSETS

	Becket Academy, Inc.	The Oliverian School, Inc.	Mount Prospect Academy, Inc.	Upper Valley Stewardship Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
Current liabilities								
Current portion of long-term debt	\$ 420,000	\$ 65,000	\$ 275,000	\$ 65,000	\$ 46,000	\$ 871,000	\$ -	\$ 871,000
Current portion of note payable					54,000	54,000	(54,000)	
Accounts payable	282,158	61,189	214,271	79,081	69,237	706,986	(119,343)	586,547
Accrued expenses	719,047	40,344	433,855	144,216	565,391	1,908,853		1,908,853
Prepaid tuition		245,347		173,080		418,427		418,427
Estimated third-party payor settlements	236,704					236,704		236,704
Due to related parties			328,940	1,414,514	284,337	2,029,991	(2,629,531)	
Total current liabilities	1,657,909	417,880	1,849,966	1,875,991	998,815	6,800,561	(2,778,930)	4,021,531
Long-term liabilities								
Long-term debt, excluding current portion	4,101,993	870,392	2,041,501	317,757	1,274,025	8,606,668		8,606,668
Note payable	5,759,902	1,286,272	3,891,967	2,193,748	558,774	5,989,774	(558,774)	5,431,000
Total liabilities	11,519,804	2,574,544	7,783,434	4,387,496	2,831,614	15,985,403	(3,337,704)	12,647,699
Net assets								
Unrestricted	5,435,240	2,197,845	860,196	3,640	362,488	8,849,409		8,849,409
Temporarily restricted		8,000				8,000		8,000
Total net assets	5,435,240	2,205,845	860,196	3,640	362,488	8,857,409		8,857,409
Total liabilities and net assets	\$ 11,195,142	\$ 3,494,117	\$ 4,742,063	\$ 2,197,388	\$ 3,194,102	\$ 24,822,812	\$ (3,337,704)	\$ 21,485,108

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Activities

Year Ended June 30, 2014

	Becket Academy, Inc.	The Oliverian School, Inc.	Mount Prospect Academy, Inc.	Connections for Kids	Upper Valley Stewardship Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
Changes in unrestricted net assets									
Revenue and support	\$ 14,864,985	\$ 3,719,273	\$ 11,642,244	\$ -	\$ 4,421,981	\$ 9,351,154	\$ 43,799,637	\$ -	\$ 4,405,117
Tuition, room and board, and other support	37,504	-	153,729	-	-	-	221,233	-	204,236
State nutrition program	412,017	-	-	-	-	-	412,017	(412,017)	-
Management fees	-	61,450	-	-	61,440	-	122,890	-	122,890
Contributions	191,135	95,525	220,294	-	31,445	265,211	601,605	(311,928)	439,680
Other revenue	-	93,870	-	-	-	-	93,870	-	93,870
Net assets released from restriction	-	424,905	-	-	-	-	424,905	(424,905)	-
Forgiveness of intercompany debt	-	-	-	-	-	-	-	-	-
Total revenue and support	15,335,639	4,395,023	12,016,267	-	4,514,866	9,614,365	45,676,150	(1,148,050)	44,727,310
Operating expenses									
Program expenses	11,980,371	3,106,863	10,426,607	-	4,841,277	8,372,719	38,427,837	(311,928)	38,115,909
Education and home life	-	-	-	-	-	-	-	-	-
Supporting expenses	2,838,966	667,270	1,946,156	-	372,407	1,135,883	6,960,282	(412,017)	6,548,265
General administration	-	-	-	-	-	-	-	-	-
Total operating expenses	14,819,337	3,774,133	12,372,763	-	5,213,684	9,508,602	45,388,119	(723,945)	44,664,174
Gain (loss) on disposal of property and equipment	(4,010)	(142,827)	3,025	-	-	-	(135,782)	-	(135,782)
Non operating revenue (expense)									
Interest and dividend income	-	3,863	308	-	-	-	4,171	-	4,171
Unrealized and realized gains on investments	-	19,453	-	-	-	-	19,453	-	19,453
Forgiveness of intercompany debt	(424,905)	-	(685)	-	685	-	(424,905)	424,905	-
Transfer (to) from affiliates	-	-	-	-	-	-	-	-	-
Net non-operating revenue (expense)	(424,905)	23,316	(377)	-	685	-	(401,281)	424,905	23,624
Net deficit transfer to unaffiliated organization	-	-	-	19,965	-	-	19,965	-	19,965
Change in unrestricted net assets (deficit)	395,807	501,372	(353,848)	19,965	(698,132)	105,763	(29,087)	-	79,167
Changes in temporarily restricted net assets									
Contributions	-	9,850	-	-	-	-	9,850	-	9,850
Net assets released from restrictions	(93,870)	(93,870)	-	-	-	-	(93,870)	-	(93,870)
Change in temporarily restricted net assets	(84,020)	-	-	-	-	-	(84,020)	-	(84,020)
Total change in net assets (deficit)	395,807	417,359	(353,848)	19,965	(698,132)	105,763	(13,087)	-	13,087
Net assets (deficit), beginning of year	5,030,432	1,788,436	1,204,044	(19,965)	701,773	256,725	8,970,498	-	8,970,498
Net assets, end of year	\$ 5,426,240	\$ 2,205,845	\$ 850,196	\$ -	\$ 3,640	\$ 362,488	\$ 8,857,409	\$ -	\$ 8,857,409

BECKET ACADEMY, INC. AND AFFILIATES
Consolidating Statement of Functional Expenses
Year Ended June 30, 2014

Becket Academy, Inc.	Capital and Maintenance						General Administration						Total Expenses	Total
	Academy	Academy	Academy	Academy	Academy	Academy	Academy	Academy	Academy	Academy	Academy	Academy		
Salaries and wages	714,273	7,285,146	5,780,675	2,765,517	4,814,887	1,215,124	1,361,723	345	375,912	3,117,736	110,769	24,163,451	34,771	
Employee benefits	77,246	18,394	68,222	61,941	45,094	367,840	1,508	1,508	287,176	847,778	667,729	1,752,542	2,194	
Payroll taxes	567,666	574,232	497,430	287,428	490,410	1,082,426	238,822	35	97,648	4,018,556	458,287	2,227,241	4,246	
1394-2014-06-30-2014	840,177	1,579,912	6,147,427	2,964,788	5,695,326	2,697,991	1,960,029	489	720,979	4,405,069	144,482	30,011,575	14,979	
Advertising	17,465	175,970	1,790	4,313	151,035	1,765	18,251	18,190	18,190	150,811	142,813	142,813	142,813	
Office supplies	11,483	66,675	8,300	74,311	35,710	60,370	27,913	68	27,913	27,913	27,913	27,913	27,913	
Subscriptions	16,893	53,949	10,628	170,920	22,781	253,445	253,445	56	56	27,913	27,913	27,913	27,913	
Commodities	54,398	31,948	31,948	11,173	376,474	270,094	1,740	1,740	1,740	1,740	1,740	1,740	1,740	
Utilities	1,411	5,713	20,623	245	69,875	308,790	44,453	344	344	3,273	3,273	3,273	3,273	
Equipment	29,303	5,102	29,303	11,656	13,195	13,195	9,109	9,109	9,109	9,109	9,109	9,109	9,109	
Furniture	35,104	28,729	28,729	2,118	1,465	1,465	2,891	2,891	2,891	2,891	2,891	2,891	2,891	
Food and supplies	378,305	153,258	434,015	133,166	438,347	1,697,642	9,840	4,734	4,734	5,975	5,975	5,975	5,975	
Printing	123,834	68,647	86,647	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	
Home life supplies	125,793	15,111	66,646	27,604	27,604	27,604	27,604	27,604	27,604	27,604	27,604	27,604	27,604	
Industry supplies	14,226	1,154	39,728	1,154	1,154	1,154	1,154	1,154	1,154	1,154	1,154	1,154	1,154	
Insurance	81,002	1,277	17,380	17,380	21,021	44,769	147,546	87,986	87,986	87,986	87,986	87,986	87,986	
Materials	1,576	1,576	1,576	1,576	1,576	1,576	1,576	1,576	1,576	1,576	1,576	1,576	1,576	
Utilities	20,915	21,381	70,055	3,781	9,334	70,968	72,819	72,819	72,819	72,819	72,819	72,819	72,819	
Other	20,915	21,381	70,055	3,781	9,334	70,968	72,819	72,819	72,819	72,819	72,819	72,819	72,819	
Telephone	2,576	4,576	4,576	4,576	4,576	4,576	4,576	4,576	4,576	4,576	4,576	4,576	4,576	
Professional fees	3,225	9,081	81,042	43,768	33,412	33,412	24,252	4,014	4,014	4,014	4,014	4,014	4,014	
Rent	52,343	67,237	16,215	53,174	70,720	30,767	30,767	30,767	30,767	30,767	30,767	30,767	30,767	
Travel	1,200	8,114	13,020	40,482	71,615	43,130	2,285	1,443	1,443	46,585	46,585	46,585	46,585	
Depreciation	18,371	45,822	45,822	274	18,520	128,294	1,617	4	4	4	4	4	4	
Student fees	27,317	75,316	71,682	75,316	27,316	71,682	71,682	71,682	71,682	71,682	71,682	71,682	71,682	
Student transportation	285,275	26,464	441,820	50,965	430,940	1,533,073	13,752	4,273	4,273	4,273	4,273	4,273	4,273	
Travel	11,815	17,209	41,124	14,043	18,120	33,027	17,814	3,126	3,126	3,126	3,126	3,126	3,126	
Utilities	20,072	43,264	60,768	74,144	33,700	307,614	49,417	279	279	279	279	279	279	
Depreciation on equipment	582,293	142,470	67,426	198,270	91,009	1,502,124	95,449	1,048,458	1,048,458	1,048,458	1,048,458	1,048,458	1,048,458	
Total	1,180,171	2,706,953	10,024,607	4,641,677	8,332,419	18,472,831	2,830,546	167,443	1,149,485	1,492,216	4,149,216	44,274,113	44,274,113	



MOUNT PROSPECT ACADEMY

Board of Directors

Paul Fitzgerald- Chairman

James Carey, M.Ed.

Kendall Turner, M.S., M.B.A.

Robert Bannon

Andrew Ribolini

Charles Wheeler

SARA HUGHEN

ACCOMPLISHMENTS Earned an Associate's Degree in Business Management from University Of New Hampshire

New Hampshire Real Estate Salesperson License

SKILLS & ABILITIES

- Able to work with diverse groups
- Able to multi task in a fast paced environment
- Superior communication skills
- Skilled in crisis intervention
- Knowledgeable in community and statewide resources

PROFESSIONAL EXPERIENCE

CULINARY ARTS TEACHERS ASSISTANT

Becket Family Of Services Plymouth, NH November 2007 – Current

Assist in teaching and training Culinary Arts student. Maintaining and overseeing daily operations including, ordering, inventory, receiving orders, monitor student behavior, provide life skills education, providing crisis intervention, daily tracking and report writing of student.

TRANSPORTER

Becket Family Of Services Plymouth, NH November 2007 – Current

Transportation and supervision of students for appointments, home visits, and meetings.

WAITRESS/ PREP & LINE COOK

Benton's Sugar Shack Thornton, NH 2004- Current

Front and back of the house experience. Waitress for 4 years, prep and line cook for 6+ years. Responsible for inventory rotation, placing and receiving orders. Maintained a safe and clean work space daily.

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE- DURHAM NH

Associate Degree in Business Management

May 2002

RAPALDI'S REAL ESTATE SCHOOL – LACONIA NH

New Hampshire Real Estate Sales Person License

April 2006

CURRENTLY CERTIFIED IN:

CRISIS PREVENTION INTERVENTION

MEDICATION ADMINISTRATION

FIRST AID/ CPR

SERV SAFE CERTIFIED

REFERENCES:

Samantha Stewart, Family Specialist
Lutheran Social Services Concord, NH
603-348-7197

Denise Castonguay, Culinary Arts Instructor
Becket Family Services Plymouth, NH
603-536-1102 X 1111

Brad Benton, Owner
Sugar Shack Thornton, NH
603-254-3945

Ryan Schieding

ADDRESS: PHONE: EMAIL:

SUMMARY Highly dependable & experienced Coach. Able to handle the managerial aspects, day to day tasks of a head wrestling coach, and recruit top level athletes.

EDUCATION **Bachelor of Accounting, Minor Economics**
Plymouth State University
Graduated: December 2009 Cumulative GPA: 2.83

ACTIVITIES -Member of Plymouth State Wrestling Team
-Assistant Wrestling Coach - Plymouth State (2008-2009)
-Wrestling Coach Team Burgess MMA (2006 – Present)

EXPERIENCE **Wrestling Coach Memorial High School** **Manchester, NH 2009-2013**

- Created hands-on and interactive lessons
- Established positive relationships with students, staff, and parents
- Learned and practiced effective team management skills
- Created and administered informal and formal assessments
- Convinced top athletes within school to join team
- Multiple State champs, First All American in school history, 1st New England finalist in school history, Most All State qualifiers in a single season

Plymouth State University **Plymouth, NH 2013 - Present**
Head Wrestling Coach

- In charge of fundraising and managing day to day activities of a college coach
- Running practice, designing lifting programs, conditioning athletes, and teaching technique
- Recruiting top athletes, scouting athletes, and scheduling recruiting visits
- As 1st year head coach had 108 applicants for wrestling 24 I personally recruited and were accepted, still waiting on 15-20 more applicants
- Helped students with grades through study hall as well as helped students through personal issues.

Mt. Prospect Academy

Plymouth, NH 2013 – Present

Youth Councilor

- In charge of safety and wellbeing of faculty and students.
- Coming up and designing creative off campus programming for students.
- Working with students one on one and helping students follow treatment plans
- Teaching students and working with students to work towards transitioning to independent living.
- Ability to work with many different students from many different back rounds

SKILLS Microsoft Word, Excel, and PowerPoint, Windows Movie Maker, Google Docs and Sites, iOS, Web 2.0 Tools, typing (67WPM)

ACCOMPLISHMENTS 2x Captain of Plymouth State Wrestling team
NECCWA Conference Placer
Assistant Wrestling Coach Plymouth State University

References Tom Prairie Head Coach Washington and Jefferson 856-912-3030

Joe Pistone Head Coach Southern Maine 207-233-9044

John Stanzel Former Assitant Coach Manchester Memorial 603-494-4300

John Clark Athletic Director Manchester Memorial 603-412-2132

Jason Holder Head Coach Springfield College 603-490-6785

Dave Morris Program Director Mt. Prospect Academy 401-651-1951

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division for Children, Youth and Families

Agency Name: Mount Prospect Academy

Name of Bureau/Section: _____

BUDGET PERIOD	SFY 14 - 15		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	
Karen Langley- Director of Academics	\$75,000	0.00%	
Sara Hughen- Title I aide	\$32,000	100.00%	
Ryan Schielding- Title I aide	\$32,000	100.00%	
		0.00%	
		0.00%	
		0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, 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 agreement.

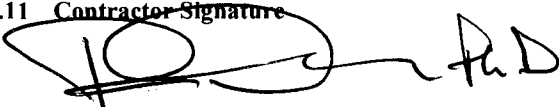
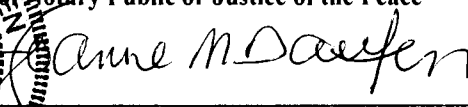
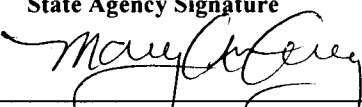
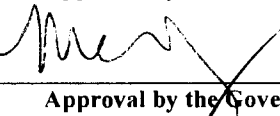
Subject: Funding for Title 1 Programs for Providers Ineligible for Funding Through a Local Education Agency

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	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address PO Box 417 40 Park Lane Contoocook NH 03229	
1.5 Contractor Phone Number (603) 746-7550	1.6 Account Number 05-095-42-421010-2975	1.7 Completion Date August 31, 2015	1.8 Price Limitation \$181,515
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul L. Darr, A.D., EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>12/3/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace JoAnne M. Dauter Office Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yopl - Attorney On: <u>1/14/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: 
Date: 12/3/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: RP
Date: 12/3/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

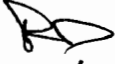
Contractor Initials: 
Date: 12/3/14



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provide to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.4. The Contractor's Title 1 Part D, Subpart 1, Application is hereby incorporated into this Agreement as Exhibit A-1.

RD

12/3/14

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2014-2015

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2014-2015SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes Mathematics	Students will calculate accurately to solve real world problems using reasoning and proof, problem solving strategies, representation, and/or connections.	<ol style="list-style-type: none"> 1. Students will perform the 4 basic mathematical operations with rational numbers. 2. Students will utilize computations to find solutions to real life problems. 3. Students will use logical reasoning, estimation and mental computations to determine the validity of solutions. 	The BASI (Basic Achievement Skills Inventory), NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district records to determine entry level and standards-based grading using Engrade to track progress.	Education Coordinators, Teachers

<p>Reading</p>	<p>Students will read age appropriate fiction and non-fiction texts with understanding.</p>	<ol style="list-style-type: none"> Students will form initial understanding of materials read by identifying major elements presented in the text. Students will read to acquire information for different purposes i.e. prepare research projects or gain general impressions of material presented. Students will utilize questioning, reviewing, revising and rereading to monitor comprehension and enhance overall understanding. 	<p>The BASI (Basic Achievement Skills Inventory), NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district records to determine entry level and standards-based grading using Engrade to track progress.</p>	<p>Education Coordinators, Teachers</p>
<p>Writing and Language Development</p>	<p>Students will write and speak effectively for a variety of purposes</p>	<ol style="list-style-type: none"> Students will demonstrate the ability to choose a form of writing appropriate for their purpose. Students will identify a topic to be addressed in a written piece and employ organizational techniques to develop and expand their ideas. 	<p>The BASI (Basic Achievement Skills Inventory), NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district records to determine entry level and standards-based grading</p>	<p>Education Coordinators, Teachers</p>

		<p>3. Students will demonstrate understanding that a piece of work will require multiple drafts to reflect purpose and clarify ideas.</p> <p>4. Students will edit writings to correct errors in spelling, punctuation, grammar, usage and capitalization.</p> <p>5. Students will demonstrate the ability to verbally deliver clear and focused ideas and content in a well-organized grammatically correct presentation</p>	<p>using Engrade to track progress.</p>	
Vocational Outcomes				
<p>Life Skills for Successful Transition to Career and College</p>	<p>Students will acquire the knowledge, attitudes and skills necessary to make a successful transition from the school setting to the world of work.</p> <p>Students will develop characteristics and behaviors necessary for</p>	<p>1. Students will demonstrate behaviors necessary for maintaining physical and emotional health.</p> <p>2. Students will identify tools and resources needed to achieve their</p>	<p>1. Students will utilize their Individual Service Plan Goals and evaluate themselves on a daily basis</p> <p>2. For students with IEPs, transition goals and</p>	<p>Education Coordinators, Teachers</p>

	<p>successful independent living.</p> <p>Students will set goals and develop action plans for returning to family, school, and the community.</p>	<p>learning goals.</p> <ol style="list-style-type: none"> 3. Students will demonstrate an understanding of career clusters and career ladders. 4. Students will locate, evaluate and interpret career information. 5. Students will explain how employment opportunities relate to education and training. 6. Students will compile a resume reflecting current achievements and information. 7. Students will compile an Educational Transition Portfolio of pertinent information and materials needed when seeking employment 	<p>activities are implemented.</p> <ol style="list-style-type: none"> 3. Student Work Portfolio 4. The Harrington O-Shea Career Decision Making System Level 2 is administered to all high school students as they enter the program 5. The Vocational Preference Inventory (VPI) is given to students, age 15 or older 6. Completed resume 7. Educational Transition Portfolio 8. The Brigance Transition Skills Inventory is used to assess and identify focus areas for goal setting and individualized instruction. 	
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2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I

Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics	Writing and Language Development	Vocational Education
5 – 10 years old	0	0	0	0
11-15 years old	70	70	70	70
16-18 years old	62	62	62	62
19 years and older	0	0	0	0

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
4	1 FTE	Instructional Aides (4 @ \$24,450 each) Fringe & Payroll Taxes (\$6,6846 per aide)	Bachelor's Degree or 1 to 2 years related experience or training and/or equivalent of education and experience.	\$97,800 \$27,384

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

Lorraine Sanders

Education Coordinator, Davenport School

Linda Saleski
Shelter School
Name of Individual

Principal, Education Coordinator, Midway
Title of Individual

D. Staff/ Student Ratio's:

Total students paroled T1 D support 30 divided by Total Title I Staff FTE 4 = 7.5
to 1

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

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

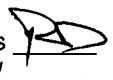
The Davenport School is a community based accredited special education high risk residential school located in Jefferson, New Hampshire. The Davenport School serves female students ranging from 11 to 18 years of age. Each student has a unique set of circumstances which brought her to the school. These include truancy, boundary issues, disobedience toward authority figures, sexual or physical abuse, simple assault, substance abuse, etc. Residents attend an on-site educational program. This program is staffed by an Education Coordinator, two certified teachers and a Teacher Aide. The educational component focuses on the students' strengths and interdisciplinary work. Instruction is individualized, hands-on and strives to motivate and engage each student according to her learning style. In addition to the academics, the educational program uses a variety of clinical and behavioral management techniques to assist each student to focus on her social, emotional or personal issues.

The Midway Shelter School is a component of a fifteen bed residential program that annually serves approximately two hundred court ordered delinquent and/or CHINS adolescent co-ed youth aged 11 to 17. The program is short term with a length of stay of up to sixty days. The purpose of the Midway Shelter program is to provide a crisis stabilizing environment including education services in order for youth to transition onto a path of success. The program is highly structured and provides a staff secure environment. The educational program utilizes individualized instruction for mathematics, reading, and writing. Classes are small and integrate a hands on learning approach. Other areas of instruction, i.e., science, social studies, etc. are designed to help improve classroom social skills. The educational program adapts its curricula to the needs of the students, and communication with the sending school district is key in being able to quickly transition the student into the program and, at the end of their stay, transition them to their next school or return to their sending school.

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

Both the Davenport School and the Midway Shelter School are staffed similarly. Each school consists of an Educational Coordinator, Special Ed Teachers, Teachers, and Teacher Aides. The Education Coordinator (EC) is responsible for ensuring that the schools are adhering to the requirements of the DOE, ensuring that the school is delivering appropriate educational services, and overseeing the qualifications and professional development of all educational staff.

The Educational Coordinator is responsible for using initial assessment results to develop an education program for each student. In addition, the EC is responsible for



obtaining the educational background of the student from the sending school. Oftentimes, at-risk youth have been placed in multiple facilities so that building a complete education profile of the student and communicating that to sending schools is necessary. The EC is also responsible for coordinating the continuation of each student's education program which includes ensuring pencil-and-paper work is completed and sent back to the sending school, logins and passwords are used for web-based instruction (that more sending schools are utilizing to keep education programs flowing. If the student's background includes an Individual Education Plan (IEP), the EC schedules a ten day placement meeting and that educational plans for coded students are being followed and progress is being measured and tracked in an appropriate manner. Finally, the Educational Coordinator is responsible for maintaining educational records, and sending transcripts to receiving schools.

The Special Education Teacher is responsible for implementing the special education services for coded students and communicating with the Teacher and Aides the specifics of each plan so that all modifications and accommodations are being followed as well as ongoing assessment and progress monitoring takes place.

The Teacher, along with the Special Education Teacher, is responsible for delivery of course subject areas which include planning curriculum, developing standards-based lesson plans and utilizing instructional materials that meet individual needs of students. In addition, teachers assess and track academic and social/emotional/behavioral progress for each student.

The Teacher's Aides (TAs) are responsible for assisting the Special Education Teacher and the Teacher with providing tutoring to students who need extra assistance in areas of great need especially mathematics, reading and writing. In addition, TAs serve as educational counselors and mentors with the purpose of helping students improve their relationships with teachers and peers to aid in using prosocial skills.

Each school accesses information from the treatment team. The clinician administers assessments that play a role in the development of the goals for each students education program including the following: risk/crisis, behavioral, social skills, vocational, and comprehensive assessments. Each student develops a crisis plan that staff use to counsel students in self-awareness and self-regulation to promote positive decision-making. Clinical Case Managers maintain contact with the students' parents/guardians on a weekly basis. As part of the "Treatment team", their input is used collaboratively with that of the education team as a liaison to home/school/community resources. For those parents wishing additional information, the Education Coordinator will contact the family to provide a more detailed assessment of the student's progress. The treatment team may also have valuable input for transitions back to the sending school district.

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

Educational staff may be involved in implementing individualized behavior management programs that target specific inappropriate classroom and social behaviors. The Education Coordinator and teachers develop strategies and monitoring techniques while the Title 1 Aides are responsible for part of the implementation and documentation. The Title 1 Aide also provides mentoring and supportive counseling to those students that are unable or unwilling to remain in the classroom to order to develop strategies to learn to cope with stress in socially appropriate ways and to develop strength to persist in the face of challenge.

All students participate in vocational/independent living assessment, goalsetting, and instruction. Assessments used may include the Harrington-O'Shea Career Decision Making System (Level 2), the Vocational Preference Inventory (VPI), or the Brigance Transition Skills Inventory to assist them in selecting possible a possible career path.

Students involved with the Juvenile Justice system may have additional counseling to address the causes(s) of that involvement. Teacher Aides, treatment staff, and the designated Truancy Officer for each school may all be involved in addressing truancy issues including family work to promote parental involvement.

Students also participate in substance abuse awareness programming designed to encourage reflection and goal setting as well as identification of support systems upon a student's return to living in their community.

F. Transition Services:

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

An estimated \$27,500 which is 15% of the Title I funds requested, will be set used to provide transitional services for neglected or delinquent children and youth in the following ways: mentoring for re-engagement and positive participation leading to successful experience of school; strength and interest assessments to inform school/career/job goal setting and planning for post-secondary career or college experience; teaching social and behavioral skills; teaching personal finance and independent living skills; tutoring; and high school equivalency pre-assessment guidance.

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

The Title1 Aides work provide tutoring to those students that will transition back to their sending schools by helping them complete assignments and providing academic

support. Aides also provide individual support in the classroom for students struggling especially with mathematics, reading, and writing. Aides provide observations to the teachers about student progress and performance. The Title 1 Aides along with all educational staff will provide supportive counseling within the normative learning community model to students in order to develop positive learning skills including an experience of success and perseverance. In addition, students through the Normative Learning Community supporting growth in self-awareness and self-regulation, staff model, teach, and encourage empathy and consideration for others, as well as helping students learn about how their behavior impacts others and how to use decision-making in a positive, prosocial way.

The Title I Aides may also work with youth that avoid or do not go to school in order to encourage them to understand the reasons they don't go to school, to develop strategies and resources for support at school so that students can feel positive about resuming their education. In addition, we work with parents and guardians to help them identify supports and resources within the school system in order to prevent avoidance or absenteeism re-occurring.

NFI North's service delivery is "youth driven, family guided" and includes family activities, parent meetings and questionnaires. Our primary goal is to engage the parents more with their child's education so that they can support educational accomplishments as a family.

Each family and student receives a family/student handbook outlining school policies and procedures, course work and educational expectations. Family meetings are held once a month by the Clinical Case Managers (CCM), education progress is part of this discussion. Meeting topics may also include transition back to sending school, vocational interest and possible employment interests.

As part of our transition services, we found that sometimes the parents are overwhelmed in getting their child back into a normal family routine and back into the public school. We have staff that supports the student in the sending school for 2-3 days. Some services will include picking classes, choosing afterschool activities, meeting teachers, facilitating completion of paperwork and providing a family liaison for questions and answers.

G. Professional Development:

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

NFI North (NFI) programs provide a welcoming and supportive environment that engages students in a positive way. A positive culture is consciously supported by program personnel and strategically by the Title 1 staff in order to reduce negative norms by which many students have lived. Values that determine the positive norms of

programs within the NFI network include respect, responsibility, acceptance, accountability and caring. Members are recognized and rewarded for their contributions to the community. The combined result of all these norms is the development of a safe, caring community in which members are willing and able to help each other and be productive community members. This breaks the cycle of rejection and failure as well as creates a heightened sense of self-worth.

The Title 1 Aides will need to follow the lesson plan and teach math, language arts, social studies and science to a wide variety of grade levels both individually and in small group settings. Teachers and Title 1 Aides will need to develop a variety of creative approaches to engage learning resistant students.

- 2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

The Education Coordinator will provide the initial orientation and bi-weekly supervisions thereafter. In addition, the Title 1 Staff will attend weekly educational staff meeting that focus primarily on "best practices in the classroom". Trainings on alternative assessment, paraprofessional/teacher collaboration, technology in the classroom and incorporating an experiential component to the students' programs are conducted. Lesson planning is addressed during these meetings.

Hours of Training 40 hrs/year	When	For Whom	What Topics	Timeline
4	on-line	All Education Staff	Technology	school year
8	various as part of staff meeting	All Education Staff	NWEA Training	school year
4	various as part of staff meeting	All Education Staff	Plato Training	all year
8	offered four times a year	All Education Staff	SAFE Alternatives for Everyone	school year

Hours of Training 40 hrs/year	When	For Whom	What Topics	Timeline
6	offered four times a year	All Education Staff	Engagement and Involvement	school year
6	offered four times a year	All Education Staff	Emergency Management Training	school year
6	offered four times a year	All Education Staff	Depression and Suicide	school year
6	offered four times a year	All Education Staff	Group Process	school year
6	offered four times a year	All Education Staff	Professional Boundaries	school year
6	offered four times a year	All Education Staff	Child Abuse Policy and Procedures	school year
8	offered two times a year	All Education Staff	First Aid/CPR	school year
1	meets once a month	All Education Staff	Integrating the Common Core into Curriculum	school year
1	meets once a month	All Education Staff	Improving Student Learning and Success	school year

H. Coordination:

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

NFI North Inc. works with sending school districts to provide vocational opportunities for students. In collaboration with the sending districts, we match services that the combined educational team deems appropriate as listed above.

Each school provides a Vocational Education curriculum to further college and career readiness skills. Groups of students are taken out into the community to volunteer their services to local organizations, such as Toys for Tots. In addition, job shadowing opportunities are provided to students to explore different vocations.

Educational staff works with students who are seen as "at-risk" for dropping out. Students are provided resources including adult education programs such as, Job Corps and Project Second Start. As part of our educational program we have an approved GED/Tutoring program for students who may need this type of transition service.

In addition, the Education Coordinator writes weekly progress reports for each student that are sent to probation officers and may be made available to schools or parents/guardians when requested.

NFI North Education Services work with other collaterals such as: social workers, therapists, guardian ad litem, and any other identified entity as identified as party to the case.

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Instructional Aides (4 @ \$24,450 each)	\$97,800
	Fringe & Payroll Taxes (\$6,846 per Aide)	\$27,384
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	NH Council of the Arts: Artist in Residence: 12 meetings @ \$400 (6 per school)	\$4,800
	Consultants for Integrating/Developing Standards Aligned Curriculum	\$3,640
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	BASI	\$1,000
	NEAT	\$60
	Vocational Preference Inventory (VPI)	\$350
	Harrington O'Shea Career Decision Making System	\$73
	Experiential Activities (18 @ \$200) (9 per school)	\$3,600
	Art supplies for "Artist in Residence" Program	\$1,000
Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i>	PLATO License (2 @ \$1,300)	\$2,600
	NWEA License (2 @ \$1,250)	\$2,500
	Engrade License (2 @ \$1,000)	\$2,000

Equipment <i>Attach a justification for each item to be purchased.</i>	Scientific Calculators (30 @ \$11) Tablets and peripheral items (15 @ \$500)	\$330 \$7,500
Professional Development Activities	Teacher Development Training (16 @ \$200)	\$3,200
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	Teacher Development Training Travel (900 miles @ \$.40/mile)	\$360
Administration	Administer Grant Monies, Data Collection and Reporting	\$9,000
Total Costs		\$167,197

Cover Sheet to Title I, Part D1 Application

Name of Institution: NFI North, Inc.

Name of Institution Contact: Jan Williamson

Contact phone number: 603-746-7550

Contact email address: janwilliamson@nafi.com

NFI North Inc.
Title I Application 2014-2015

You have \$3,640 listed for "Consultants for Integrating/Developing Standards Aligned Curriculum". This funding can only support supplemental educational support. Please confirm that this activity is supplemental.

Support and Clarification

This money will be used for asking master teachers to demonstrate and work with our teachers to implement best practice teaching methods adapted specifically for the population we serve, i.e., abuse/neglect and delinquent/truant students, etc.

The two areas that would be the focus of the specific training:

- Differentiation strategies and personalization strategies as well as learner-driven techniques to help students set goals and follow through;
- Strategies and techniques to help students that are resistant to school or refuse to go to school which could include the impact poverty has on a student's ability to participate successfully in school.

Being able to effectively personalize or differentiate learning activities to support students that have varying abilities. Often students have learning gaps that cause them to struggle. Teachers trained to quickly and effectively scaffold and/or question to support learning provide an opportunity for students to respond in a low-risk, small group environment focused on helping students succeed.

Sometimes resistance to school is an anxiety issue or a previous failure issue. Teachers able to recognize those symptoms can provide instruction and practice on coping skills that will help students overcome their resistance and begin to succeed at school.

This type of training provides specialized, supplemental training for teachers in specific techniques and strategies designed to help struggling youth experience more success in school by increasing their capacity to engage and value their education.

II. Budget Narrative SUMMER SCHOOL

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

Account Category	Budget Detail	Total Costs
<p>Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i></p>	<p>Instructional Teachers (2 @ \$24.67/hr for 12 hours week for 5 weeks)</p> <p>Instructional Aides (4 @ \$18.00/hr for 12 hours week for 5 weeks)</p> <p>Fringe & Payroll Taxes</p>	<p>\$2,960</p> <p>\$4,320</p> <p>\$ 2,038</p>
<p>Contracted Services <i>Summarize activities and provide breakdown of expenses.</i></p>		
<p>Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i></p>	<p>Experiential Activities (10 @ \$200) (5 per school)</p> <ul style="list-style-type: none"> • Ropes course • Rock climbing • Outdoor experiences • US Forest Service Trails maintenance • Historical Sight Seeing 	<p>\$2,000</p>
<p>Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i></p>		
<p>Equipment <i>Attach a justification for each item to be purchased.</i></p>		

Professional Development Activities		
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	See Supplies & Material for activities	\$2,000
Administration	Administer Grant Monies, Data Collection and Reporting	\$1,000
Total Costs		\$14,318

Budget Narrative Summary

Title I Aides

These funds will be used to provide tutoring, mentoring, and personal counseling services for students.

Contracted Services

These funds will be used in two ways: first we will use them for continuous curriculum improvement by providing certified and highly qualified teachers to discuss and provide feedback to teachers to improve instructions; secondly, funds will be used to support an Artist in Residence program to provide an enriched environment for our students that will supplement our weekly art classes.

Supplies and Materials

The funds will be used for academic diagnosis as well as career interest development. In addition, we will use funds for experiential learning that promotes positive feelings and helps to develop self-awareness and confidence. Students that make goals are more likely to persist and achieve their goals. Additionally, some funds will be used to provide art materials for the artist in residence project.

Books

Plato provides us with the ability to provide targeted learning on a platform that is widely used in public education. This also gives us the opportunity to provide instruction, mentoring, and tutoring on how to use this instructional modality.

NWEA Maps assessment provides us with a system that many schools use. This provides us with the opportunity to share our results with schools in order to communicate and advocate for students.

The Engrade system will provide a tracking system so that we can automate academic and behavioral progress.

Equipment

This year we will be working to expand our modalities of instructional delivery to include tablets. It is imperative that we keep pace with school districts technology development especially in the area of instructional delivery so that students can continue their education program even if they get into trouble and are court-placed. Providing the opportunity for students to use tablets for instruction delivery will allow us to mentor and support students to build skills to be able to use the technology to succeed in their education.

Students need to develop the skill to use a tool such as a computer for every day living. Calculators are an adaptive tool that can be a good solution to students who are challenged with those basic calculation skills in order to access more complex mathematics, i.e., algebra.

Professional Development Activities

Teachers will attend professional development activities that help with building content area expertise such in the areas of Math, Reading, and Writing especially ones that address intervention strategies. In addition, teachers will be encouraged to attend workshops that will help them better understand and be better able to counsel at-risk youth in a variety of strategies.

Travel

Funds will be used to provide for travel cost for Professional Development Activities and Experiential Educational Activities.



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

Dague Clark, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
dbclark@dhhs.state.nh.us
4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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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;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (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 EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

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- 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.

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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. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$10,000,000; and

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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

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- 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)

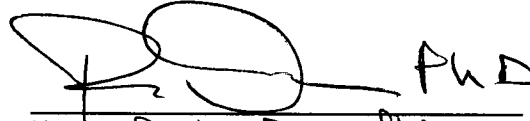
NFI Midway Shelter
2554 Route 103
Bradford, NH 03221

NFI Davenport School
30 Davenport Road
Jefferson, NH 03583

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

Contractor Name: NFI NORTH, Inc.

12/3/14
Date


Name: Paul L. Dann, PhD
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

12/3/14
Date

Contractor Name: NFE NORTH, INC.

Name: Paul L. Dann, PhD
Title: EXECUTIVE DIRECTOR



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

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

INSTRUCTIONS FOR CERTIFICATION

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

RLO

12/3/14



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: NFI NORTH, Inc.

Name: Paul W. DUNN, Ph.D.
Title: EXECUTIVE DIRECTOR

12/3/14
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

DP

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



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.

12/3/14
Date



Contractor Name: NFE NORTH

Paul W. Denny Ph.D
Name: Paul W. Denny Ph.D
Title: EXECUTIVE DIRECTOR

Exhibit G

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

Contractor Initials: 

Date: 12/3/14



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: NFT NORTH, Inc.

12/3/14
Date


Name: Paul L. DANN PhD
Title: EXECUTIVE DIRECTOR

Contractor Initials PD
Date 12/3/14



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.

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12/7/14



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.

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12/7/14



Exhibit I

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

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

NH DHHS
The State

NFI NORTH
Name of the Contractor

MaryAnn Cooney
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

MARYANN COONEY
Name of Authorized Representative

Paul L. Dunn PhD
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

12/30/14
Date

12/3/14
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.

12/3/14
Date

Contractor Name: NFE NORTH, Inc.

Name: Paul L. DANN PhD
Title: EXECUTIVE DIRECTOR

Contractor Initials RD
Date 12/3/14



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: 04-160-7966
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC. is a New Hampshire nonprofit corporation formed July 6, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of July A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Doug Giles, Secretary of the
(Corporation Representative Name) (Corporation Representative Title)

NFI North, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Secretary of the
(Corporation Representative Title)
NFI North, a New Hampshire corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

31st day of March, 2014, which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Title 1 services, and that the Executive Director or Assistant Executive Director, President (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of the executive or assistant executive director or any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer or director to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

<u>Jan Arsenault</u>	President Name
<u>Paul L. Dann</u>	Executive Director
<u>Karen Cusano</u>	Assistant Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary
(Title)

of the Corporation and have affixed its corporate seal this 3rd day of December, 2014.

Doug Giles
(Signature)

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 3rd day of December 2014, before me, Doug Giles, the undersigned officer, personally appeared Doug Giles, who acknowledge her/himself to be the

Secretary, of NFI North, a corporation, and that she/he, as
(Title) (Name of Corporation)

such Secretary being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Joanne M Dauen
Notary Public/Justice of the Peace

My Commission expires: July 24, 2018



Our Mission

"Create innovative services that meet the needs of individuals and families within their communities."



NFI NORTH, INC.

Financial Statements

June 30, 2014

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.

Financial Statements

June 30, 2014

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KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

Independent Auditors' Report

The Board of Directors
NFI North, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFIN as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2014 on our consideration of NFIN's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NFIN's internal control over financial reporting and compliance.

KPMG LLP

September 30, 2014

NFI NORTH, INC.
Statement of Financial Position
June 30, 2014

Assets

Current assets:	
Cash and equivalents	\$ 181,781
Accounts receivable, net (note 2)	958,919
Prepaid expenses and other current assets	65,092
Due from affiliate (note 7)	93,103
Total current assets	<u>1,298,895</u>
Property and equipment (note 4):	
Land	535,992
Buildings and improvements	7,033,840
Equipment and furnishings	696,184
Motor vehicles	913,897
	<u>9,179,913</u>
Less accumulated depreciation	<u>(4,399,307)</u>
Property and equipment, net	4,780,606
Due from affiliate (note 7)	29,837
Other assets	120,145
Total assets	<u>\$ 6,229,483</u>

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 4)	\$ 308,964
Accounts payable	146,070
Line of credit (note 3)	100,000
Accrued payroll and related liabilities	625,542
Other accrued expenses	120,253
Deferred revenue	280,174
Total current liabilities	<u>1,581,003</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	<u>3,342,243</u>
Total liabilities	<u>4,923,246</u>
Net assets:	
Unrestricted	1,268,109
Temporarily restricted	38,128
Total net assets	<u>1,306,237</u>
Total liabilities and net assets	<u>\$ 6,229,483</u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Activities
Year ended June 30, 2014

Changes in unrestricted net assets:	
Revenues and other support:	
Contracts, net (note 2)	\$ 15,704,283
Contributions:	
In-kind	674,864
Other	5,318
Interest and dividends	22,227
Miscellaneous	764
	<u>16,407,456</u>
Net assets released from program restrictions	<u>16,599</u>
Total revenues and other support	<u>16,424,055</u>
Expenses:	
Program services	15,198,371
Supporting services (note 7)	1,674,663
	<u>16,873,034</u>
Decrease in unrestricted net assets before nonoperating activities	(448,979)
Nonoperating revenues (expenses):	
Gain on disposal of property and equipment	471
Other	(21)
	<u>(448,529)</u>
Decrease in unrestricted net assets	<u>(448,529)</u>
Changes in temporarily restricted net assets:	
Contributions	18,991
Net assets released from program restrictions	(16,599)
	<u>2,392</u>
Increase in temporarily restricted net assets	<u>2,392</u>
Decrease in net assets	(446,137)
Net assets at beginning of year	<u>1,752,374</u>
Net assets at end of year	<u><u>\$ 1,306,237</u></u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Functional Expenses
Year ended June 30, 2014

	Program services	Supporting services	Total
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 10,853,669	767,173	11,620,842
Other expenses:			
Contracted services	720,908	679,455	1,400,363
Other direct costs	780,724	81,558	862,282
In-kind	672,733	2,131	674,864
Occupancy	601,387	19,249	620,636
Consumables	562,096	—	562,096
Transportation	267,812	33,708	301,520
Interest	148,660	28,348	177,008
Equipment	129,449	30,717	160,166
	3,883,769	875,166	4,758,935
Depreciation and amortization	460,933	32,324	493,257
Total expenses	\$ 15,198,371	1,674,663	16,873,034

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Cash Flows
Year ended June 30, 2014

Cash flows from operating activities:	
Decrease in net assets	\$ (446,137)
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization	493,257
Gain on sale of property and equipment	(471)
Net realized and unrealized loss on investment	21
Changes in assets and liabilities:	
Accounts receivable, net	436,157
Prepaid expenses and other current assets	18,141
Other assets	401,646
Accounts payable	33,133
Accrued payroll and related liabilities	44,793
Other accrued expenses	1,704
Deferred revenue	92,448
Net cash provided by operating activities	<u>1,074,692</u>
Cash flows from investing activities:	
Purchases of property and equipment	(264,837)
Proceeds from sale of property and equipment	4,000
Proceeds from sale of investments	621
Increase in due from affiliate	(42,327)
Net cash used in investing activities	<u>(302,543)</u>
Cash flows from financing activities:	
Issuance of long-term debt	21,514
Repayments of long-term debt	(295,234)
Advances from line of credit	500,000
Repayments on line of credit	(925,000)
Net cash used in financing activities	<u>(698,720)</u>
Net increase in cash and equivalents	73,429
Cash and equivalents at beginning of year	<u>108,352</u>
Cash and equivalents at end of year	<u><u>\$ 181,781</u></u>
Supplemental data:	
Cash paid for interest	\$ 177,008

See accompanying notes to financial statements.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

(1) Summary of Significant Accounting Policies

NFI North, Inc. (NFIN) is a not-for-profit organization whose purpose is to provide community-based social services to individuals and their families. NFIN is a subsidiary of North American Family Institute, Inc. (NAFI), which is the sole member of NFIN's board of directors. Substantially all of NFIN's revenues are derived from services contracted with Medicaid, the State of New Hampshire Division of Children, Youth & Families, and local public school districts.

(a) Basis of Presentation

The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on NFIN as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met by actions of NFIN and/or the passage of time.

Unrestricted net assets – Net assets not subject to donor-imposed stipulations.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets are reported as reclassifications between the applicable classes of net assets. Expirations of temporary restrictions occur when donor-imposed stipulated purposes have been accomplished and/or the stipulated time period has elapsed. If an expense is incurred for a purpose for which both unrestricted and temporarily restricted net assets are available, a donor-imposed restriction is fulfilled to the extent of the expense incurred unless the expense is for a purpose that is directly attributable to another specified external source of revenue.

(b) Revenue Recognition

Under cost reimbursement contracts, revenues are recognized as expenses are incurred. Under units-of-service contracts, revenues are recognized when services are provided.

(c) Income Taxes

NFIN is an organization described under Section 501(c)(3) of the Internal Revenue Code (IRC) and is generally exempt from income taxes under IRC Section 501(a). NFIN has taken no significant uncertain tax positions.

(d) Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(e) Concentration of Risk

NFIN receives the majority of its funding from state contracts that are renewable annually. Legislative budgets could significantly impact NFIN's ability to start new programs and to continue existing programs.

(f) Cash Equivalents

All short-term investments with an original maturity at purchase of three months or less are considered cash equivalents for purposes of the statement of cash flows.

(g) Property and Equipment

Property and equipment are recorded at cost or, in the case of donated property, at fair value at the date of gift. Depreciation is provided using the straight-line method over the following estimated useful lives:

Buildings and improvements	15–33.3 years
Equipment and furnishings	2–10 years
Motor vehicles	3–5 years

Leasehold improvements are depreciated or amortized according to the organization's normal depreciation policy except that the time period shall be the shorter of: 1) the useful life of the leasehold improvements, or 2) the remaining years of the lease. The remaining years of the lease include the years in the lease renewals that are reasonably assured.

(h) Self-Insurance

NFIN is self-insured for employee medical healthcare costs. At June 30, 2014, the estimated liability for healthcare claims incurred but not yet reported or paid was \$86,880 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

(i) In-Kind Contributions

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2014, NFIN received in-kind contributions of rent, services, equipment and furnishings, and consumables amounting to \$674,864.

(j) Subsequent Events

NFIN has evaluated events subsequent to June 30, 2014 and through September 30, 2014, which is the date that the financial statements were available to be issued. NFIN has determined there are no material events that would require recognition or disclosure in this report through this date.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

(2) Accounts Receivable

Accounts receivable of \$958,919 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of \$6,771. Contract revenues of \$15,704,283 in 2014 have been decreased by contractual adjustments of \$256,087. During the year ended June 30, 2014, NFIN determined that \$323,894 of receivables due from the State of Maine were uncollectible and charged that amount to contracts, net on the statement of activities. The amount was previously reported in other assets at June 30, 2013.

(3) Line of Credit

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV), NFI Massachusetts, Inc. (NFI) and Team Coordinating Agency (TCA), an on-demand \$8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate per annum equal to the Wall Street Journal Prime Rate, plus 0.50% per annum, (3.75% at June 30, 2014). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. At June 30, 2014, \$1,446,842 was outstanding under this line of credit, of which \$100,000 was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2014 for a total of \$2,269,134. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized with additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2014

(4) Long-Term Debt

Long-term debt at June 30, 2014 consisted of the following:

<u>Interest rate at June 30, 2014</u>	<u>Fiscal year due</u>	<u>Amount</u>
Mortgages payable, secured by real estate:		
7.08% variable	2016	\$ 444,845
2.63% fixed	2018	514,859
6.43% fixed	2018	483,152
5.08% fixed	2019	259,710
4.75% variable	2026	78,784
0.00% fixed*	2027	160,000
8.00% fixed	2027	46,816
0.00% fixed*	2028	160,000
8.00% fixed	2028	46,488
8.00% fixed	2030	228,805
7.00% fixed	2030	139,846
7.00% fixed	2030	130,019
0.00% fixed*	2030	125,000
0.00% fixed*	2030	116,767
7.00% fixed	2031	323,718
4.75% fixed	2031	138,407
0.00% fixed*	2031	100,000
Total mortgages payable		<u>3,497,216</u>
Vehicle notes, secured by automobiles:		
0.00% fixed	2015	9,924
0.00% fixed	2015	8,624
0.00% fixed	2015	8,624
0.00% fixed	2015	8,623
0.00% fixed	2015	8,623
0.00% fixed	2015	8,623
1.90% fixed	2015	6,156
0.00% fixed	2016	11,223
1.90% fixed	2017	20,468
1.90% fixed	2017	16,244
1.90% fixed	2017	16,236
1.90% fixed	2017	15,696
1.90% fixed	2017	14,927
Total vehicle note payables		<u>153,991</u>
Total long-term debt		3,651,207
Less current portion		<u>(308,964)</u>
Total long-term debt, net of current portion		<u>\$ 3,342,243</u>

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2014

* Certain mortgages payable to housing authorities provide that a portion of the principal will be forgiven at the end of the loan period if the underlying properties are used to provide housing in accordance with stipulated conditions. In addition, certain mortgages payable contain various prepayment penalties.

Scheduled repayments of long-term debt are as follows:

	Amount due
Year ending June 30:	
2015	\$ 308,964
2016	255,487
2017	250,622
2018	893,299
2019	130,390
Thereafter	1,812,445
	\$ 3,651,207

Interest expense was \$177,008 for the year ended June 30, 2014.

(5) Operating Leases

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to \$109,229 for the year ended June 30, 2014, including \$57,873 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2014 are as follows:

	Amount due
Year ending June 30:	
2015	\$ 37,299
2016	20,863
2017	4,619
	\$ 62,781

(6) Retirement Plan

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected to make a contribution of \$23,575 for the year ended June 30, 2014.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2014

(7) Related-Party Transactions

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to \$805,599 for the year ended June 30, 2014, and have been included in supporting services expenses in the accompanying statements of activities and functional expenses.

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was \$57,873 for the year ended June 30, 2014, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2014 in the amount of \$122,940. This amount has been reported as due from affiliate in the accompanying statement of financial position and the current portion, \$93,103 is expected to be received within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT, NFIM and TCA) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. The documentation shall include date and amount of request, interest rate, and other appropriate terms approved by the Executive Director of Administrative Services and the Executive Director of the borrowing affiliated corporation. For the year ending June 30, 2014, NFIN paid NAFI Connecticut, Inc. (NAFICT), an affiliate, an interest fee, based on prime rate less 0.50%, for usage of certain cash reserves. The amount of related interest expense recorded in the accompanying statement of activities for the year ended June 30, 2014 was not significant.



KPMG LLP
Two Financial Center
60 South Street
Boston, MA 02111

**Independent Auditors' Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

The Board of Directors
NFI North, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 30, 2014.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered NFIN's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NFIN's internal control. Accordingly, we do not express an opinion on the effectiveness of NFIN's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether NFIN's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The



results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the NFIN's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the NFIN's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

KPMG LLP

September 30, 2014

**NFI NORTH, INC.
OFFICERS**

Title	Name	Address
President	Jan Arsenault Director, Mental Health and Human Services Program	[REDACTED]
Treasurer	Leslie Grant CPA	[REDACTED]
Clerk/Secretary	Doug Giles Retired Fire Fighter/Organic Farmer	[REDACTED]

BOARD OF DIRECTORS

Name	Occupation	Address
Doug Giles	Retired Fire Fighter/Organic Farmer	[REDACTED]
Leslie Grant	CPA	[REDACTED]
Sue Allen	Business Women	[REDACTED]
Suanne Nader	Educator	[REDACTED]
Heidi Dunn	Educational Program Manager	[REDACTED]
Jan Arsenault	Director, Mental Health and Human Services Program	[REDACTED]
Lyn Ward Healy	Education/Administrator	[REDACTED]

Terms: Until successors are duly elected and qualified.
As of 10/6/14

**LORRAINE SANDERS
EDUCATION COORDINATOR**

Objective: Securing a position in the education field

EXPERIENCE

Central Oahu School Systems, Oahu, Hawaii Sept 88 to April 90

Day and Block Substitute Teacher

Follow lesson plans developed by regular and special education teachers

South Polk Elementary, Fort Polk, Louisiana Sept 90 to June 98

Special Education Teacher grades 2, 3, and 4

Developed and implemented IEP's for Inclusionary, Resource and Self-Contained Settings, developed and implemented behavior modification plans

Whitefield Elementary School, Whitefield, New Hampshire Sept 98 to June 01

Special Education Teacher/Case Manager for grades K-8

Developed and implemented IEP's for Inclusionary and Resource settings, developed And implemented behavior modification plans. Developed lesson plans for and taught Life Skills Program for grades 5 and 6.

Concord School, Concord Vermont

August 01 to June 02

Inclusionary Specialist grades 4 and 5

Implemented IEP Programs as written by the Special Education Case Manager and Developed strategies for modifications and accommodations for special needs students within the regular education classroom.

NFI Davenport School

August 02 to August 10

Education Coordinator grades 7 – 12

Developed and oversaw the implementation of IEP's, worked with sending school districts To ensure services, tracked, transcripts, supervised staff of 2 teachers and 2 paraprofessionals, Mentor to new Special Education Teachers

Special Education Administrator

August 10 to present

Oversee the intake and implementation of IEP's and work with LEA's to ensure continuity in Adjudicated youth grades 5 to 12 for both northern NFI Programs. Supervise a staff of 3 teachers and 3 paraprofessionals

EDUCATION

Ladycliff College, Highland Falls, New York

Graduated May 1973

BA Degree n English and Psychology

Community College of the Air Force

Awarded 1979

AA Degree in Russian Linguistics

Northwestern State University of Louisiana

Awarded June 1998

**LORRAINE SANDERS
EDUCATION COORDINATOR**

Special Education Certification Generic Mild Moderate Combo
Special Education Administrator Certification

PERSONAL

Honorably Discharged Veteran of the United States Air Force, 1980
Resided in 10 states and 2 foreign countries
Currently hold certifications of Special Education in New Hampshire and Louisiana
Interim Director of Special Education license
Fluent in 2 foreign languages -- Russian and French
Nominated for NFI Shining Star Award 2003, 2004 and 2005
Awarded Youth Leader Ship Award 2007
NFI Super Hero Award 2011

Current Job Responsibilities

- Liaison between sending school districts, parents and the Davenport
- Liaison between the Davenport and community service activities to include:
 - Morrison Nursing Home
 - Berlin Head Start Program
 - Col own Recreation Center
 - Riverside Animal Shelter
 - Kindercenter Preschool
 - Rogers Campground
- Liaison for transitional activities to include:
 - Emerson Driving School
 - Project Renew
 - Project Second Start
 - Berlin Adult Education
 - Berlin Technical College
 - DHHS Independent Living Coordination
 - HISSET/GED Coordinator

Linda A. Saleski, M.Ed., C.A.G.S.

Objective

Helping young people learn how to develop their potential for success in all areas of their lives.

Experience

NFI North Bradford School and Midway Shelter School
Education Coordinator, Principal
Bradford, NH

2012-present

Provides onsite leadership and supervision for education staff at the Bradford School (non-public Special Education) and Midway Shelter School (short term, crisis intervention and stabilization residential school). Responsible for the implementation of academic programming at both schools.

Ellsworth High School
Mathematics Teacher
Ellsworth, ME

2011-2012

Taught Geometry, Honors Geometry, Algebra II, and Trigonometry. Participated on the Leadership Team for Ellsworth High School. Facilitated the Professional Learning Community group for mathematics. Worked with colleagues to design and implement initiatives for the improvement of mathematics learning at EHS.

Antrim Girls Shelter and
Education Services for Girls, Lutheran Social Services of Northern New England
Teaching Principal
Antrim, NH

2007-2011

Responsible for all aspects of education program, including hiring and supervision of teachers, educational reporting for state and federal agencies, grant writing, identifying and developing curriculum materials appropriate for the needs of the short term at-risk population (AGS) served. January 2011 negotiated and launched Education Services for Girls, a collaborative effort with the local school district to provide educational services for young women. Developing school year, full day school program for at-risk girls from the surrounding communities. Leading the effort to develop curriculum as well as develop math curriculum for new school program aligned with NH Curriculum Frameworks and Common Core State Standards.

In-house Training Coordinator (2005-2011)

LINDA A. SALESKI
PRINCIPAL EDUCATION COORDINATOR

Responsible for setting up professional development and providing training for the Antrim Girls Shelter program. Responsible for developing training materials for the therapeutic behavioral system used by staff.

Education Instructor

2004-2007

Taught Independent Living, Language Arts, Science, Social Studies, and Mathematics. Wrote and developed curriculum materials for these courses. Mentored new teachers.

Trinity Christian Academy

Teacher and High School Team Leader

Peterborough, NH

2003-2004

Responsible for educational program for grades 9-12, including identifying curriculum materials to support the program. Mentored new teachers. Taught Calculus, Algebra 2, English 9-12.

Nashua Christian Academy

Teacher and High School Team Leader, Middle School Team Leader

Nashua, NH

1998-2003

Initial team leader for new high school program. Part of the school board. Responsible for developing grade reporting/transcript systems; hiring teachers; designing instructional program including procuring curriculum materials and creating schedule. Supervised the development of the curriculum based on the NH Curriculum Frameworks. Taught various subjects including U.S. History, Algebra 1, Geometry, Algebra 2, and Chemistry. As middle school team leader, responsible for curriculum design and implementation, in addition: grade reporting and discipline. Teaching responsibilities included grades 6-8 mathematics as well as general science and earth science.

Faith Christian Academy

Teacher and Middle School Team Leader

Bedford, NH

1992-1998

Responsible for the design and procurement of computer lab. Provided professional development for teaching staff, including ongoing support for technology integration in content areas grades 3-8. Responsible for coordinating grades 6-8 education efforts including biblical integration initiatives. Taught mathematics for 5-8, including pre-algebra and Algebra 1. Also worked with first grade teacher to develop homework activities to aid parents in developing first grade mathematics skills.

Villa Augustina Academy

Computer Education Teacher

Goffstown, NH

1989-1992

Designed and implemented computer education curriculum for grades K-8. Worked with teachers to integrate computer technology into content area curriculum. Taught computer education grades 1-8.

LINDA A. SALESKI
PRINCIPAL EDUCATION COORDINATOR

Professional Members

National Council of Teachers of Mathematics since 1992
Association for Supervision and Curriculum Development since 1992
New Hampshire Association of Special Education Administrators (Associate) since 2012
New Hampshire Private Special Education Association since 2012

Education

Rivier College
Nashua, NH

NH Principal Certification, December 2008-Present

Internship: Hillsborough-Deering Middle School: develop and provide technical assistance for personalized learning component of Follow the Child initiative.

Certificate of Advanced Graduate Study: Leadership and Learning May 2008. Capstone project topic: Developing and assessing "community" in schools

Maine Secondary Mathematics Certification (7-12) Professional 2012-2017

Maine Middle School Mathematics Certification (5-8) Professional 2012-2017

NH Mathematics Certification (7-12) 1992-present

M.Ed. Secondary Education 1992

Additional Mathematics Education Training

Plymouth State University
Plymouth, NH, 1993
Elementary Math Leadership Course
Middle School Math Leadership Course

University of Massachusetts
Dartmouth, MA
B.S. Computer Science 1987

NEIL STREIT

Objective: to work in an educational setting where I could utilize my knowledge and experience working with youth as a counselor and educator, who are concerned with improving themselves by achieving the necessary education that will assist in helping them realize their desired life aspirations.

Related Work Experience

North American Family Institute-NCS P.O. Box 160 Jefferson NH. 03583	Direct Care Counselor Education Coordinator Relief Counselor Title 1/Classroom Teacher	2008-2013 2002-2008 2000-2002 1999-2000
Northumberland Board of Education 8 Preble Groveton, NH 03580	Title 1 Project Manager Classroom Teacher-Grade 4 w/focus on Math	2001-2002 2000-2001
Clinton Board of Education 112 Glenwood Road Clinton, CT. 06413	Substitute Teacher-Grades K-5	1986-1989
US Naval Forces, Caribbean Ponce, Puerto Rico	Classroom Teacher- Recreational Supervisor	1976-1979
Unified School District 395 Osborne, KS	Classroom Teacher-Grades 4, 5, 6	1975-1976

Unrelated Work Experience:

Moulton Farm Jefferson, NH 03583	Farm manager	1990-Present
Del's Fish and Chips Westbrook, CT	Restaurant Manager	1980-1990

EDUCATION:

Granite State College-University System of New Hampshire - General Special Education Certification

Southern Connecticut State University, New Haven, CT - M.S. Early Childhood Education

Fort Hays State University, Hays, KS - Post Graduate Studies: Children's Literature, Children with Learning Disabilities and Child Behavior and Development

Fort Hays State University, Hays, KS - B.S. Elementary Education

Cloud County Community Jr. College, Concordia, KS - A.S. Agri-Business

ASHLEY MELENDEZ

EDUCATION

New England College, Henniker, NH, B.A. in Clinical Psychology, May 2014

The Marvelwood School, Kent, CT, High School Diploma, May 2010

INTERNSHIPS

Teacher's Assistant, Kearsarge Regional Middle School, NH, September 2013 – December 2013

- Participated in The Gateways Program designed to assist learning disabled students with specially structured academic programs.
- Guided students through assignments and questions.
- Observed a student as part of an IEP evaluation; developed suggestions which were considered for implementation.
- Participated in a student/dog therapy program.
- Tutored a student with autism

Lutheran Social Services SNA, Concord, NH, February 2014 – April 2014

- Track donations and organize incoming supplies.
- Participate in client home visits; assist with intakes, resumes, and state assessment applications.
- Assist with events and refugee apartment setups, including food and supplies..

WORK EXPERIENCE

Administrative Assistant, New England College Concord, May 2014 - Present

- Advertised the NEC Concord space through social media networks
- Scheduled events for clients interested in using the NEC Concord space.
- Arranged rooms for client presentations.
- Informed walk-in visitors about NEC and answered phone calls.
- Created event fliers with Adobe Photoshop.

Contractor, Cummings & Lockwood LLC, Stamford, CT, July 2013

- Assisted Information Technology staff with implementation of desktop upgrade to Office 2010 in Naples, FL location.
- Performed testing on newly installed computers to confirm that customized and standard desktop programs were accessible and performing properly.

Contractor, Cummings & Lockwood LLC, Stamford, CT, July 2012

- Assisted with logistics for the opening of new branch office in Palm Beach Gardens, FL.
- Coordinated deliveries of furniture and equipment and assisted with installation.
- Organized law library and 86 boxes of client files for file room.

COMMUNITY SERVICE & VOLUNTEER WORK

Habitat for Humanity, New Orleans, LA, February 2010

- Worked with peers and members of the Habitat for Humanity organization to help rebuild a boardwalk and restore plantings for the Spillway Nature Trail.
- Interacted with a number of residents who lost their property in the Katrina catastrophe; developed relationships with people from a variety of cultural backgrounds.
- Assisted students who needed tutoring and support at the Carver Middle School.

Habitat for Humanity, Washington, DC, May 2009

- Participated in home restoration work including landscaping, painting and minor repairs for "A Brush with Kindness," Marvelwood School community service volunteer team project.

Akindale Thoroughbred Rescue, Pawling, NY 2009 – 2010

- As part of Marvelwood School community service volunteer project, mucked and cleaned horse stalls, organized and cleaned tack.

REFERENCES available upon request.

Key Personnel Sheet

Name (first, last)	Title
Linda A Saleski	Principal Education Coordinator
Lorraine Sanders	Education Coordinator
Neil E Streit	
Ashley Melendez	

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

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	
1.3 Contractor Name Pine Haven Boys Center		1.4 Contractor Address PO Box 162 133 River Road Suncook NH 03275	
1.5 Contractor Phone Number (603) 485-7141	1.6 Account Number 05-095-42-421010-2975	1.7 Completion Date August 31, 2015	1.8 Price Limitation \$85,210
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Michael D. Maroni</i>		1.12 Name and Title of Contractor Signatory Michael D. Maroni, Principal	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>12-2-14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Seal] Patricia A. Cheshire</i>		PATRICIA A. CHESHIRE, Notary Public My Commission Expires April 23, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA A. CHESHIRE			
1.14 State Agency Signature <i>Mary Ann Conroy</i>		1.15 Name and Title of State Agency Signatory MARY ANN CONROY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. Yapple</i> Megan A. Yapple, Attorney On: <u>1/14/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provide to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.4. The Contractor's Title 1 Part D, Subpart 1, Application is hereby incorporated into this Agreement as Exhibit A-1.

Pine Haven Boys Center
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2014-2015

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2014-2015 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	To improve Math fluency as measured by increasing the number of problems solved and student accuracy on the AIMSweb math assessment moving toward proficiency on the Smarter Balanced Assessment used to gage NCLB performance.	This year, 100% of students showed at least one years growth in Math. 80% achieved grade level benchmarks in Math. We again expect all students to show at least one years growth.	The student will be assessed three times per year, September, January and June using the AIMSweb math assessments. The Principal, classroom teacher and Title One Teacher will give and analyze the results as a team.	The Title One Teacher will give and with the Principal, and classroom teacher analyze the results as a team.
Reading	To improve oral reading fluency as measured by increasing words per minute on the AIMSweb Reading Fluency measures moving toward proficiency on the Smarter Balanced Assessment used to gage NCLB performance.	This year students were administered the AIMSweb Reading fluency as pre and post testing. Pre-testing was used to assess student needs and plan interventions. 100% of students showed at least one years growth in words per minute. 90% achieved grade level in Reading. We again expect students to show at least one years growth.	The student will be assessed three times per year September, January and June using the AIMSweb Reading Fluency measures	The Title One Teacher will give and with the Principal, and classroom teacher analyze the results as a team.

	<p>To improve reading comprehension as measured by increasing scores on the AIMSweb Reading Comprehension measures moving toward proficiency on the Smarter Balanced Assessment used to gage NCLB performance.</p>	<p>At least one years growth</p>	<p>The student will be assessed three times per year September, January and June using the AIMSweb Reading Comprehension measures</p>	<p>The Title One Teacher will give and with the Principal, and classroom teacher analyze the results as a team.</p>
<p>Vocational Outcomes</p>				

Pine Haven Boys Center
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics		
5 – 10 years old	14	14		
11-15 years old	6	6		
16-18 years old				
19 years and older				

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title One Teacher – responsible for implementing and coordinating interventions, assessments, reports and transition services.	Certification in Reading, Education, Assessment or related field	42,000

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

Cindy Lavallee
Name of Individual

Title One Teacher
Title of Individual

Michael Maroni
Name of Individual

Principal
Title of Individual

D. Staff/ Student Ratio's :

Total students paroled T1 D support 20 divided by Total Title I Staff FTE 1 = 20 to 1

Pine Haven Boys Center
Institution Name

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

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

This program will assess all students in Reading using the AIMSweb Reading measures. The AIMSweb Reading measures assess the 5 Big Ideas in early literacy identified by the National Reading Panel: phonemic awareness, alphabetic principle, accuracy and fluency, vocabulary and comprehension. Math fluency is assessed with the AIMSweb Reading math assessments. Each grade has three subtests based on the focal points laid out by the National Council of Teachers of Mathematics (NCTM). Both assessments are done at the beginning of the year or upon entry to the school and two others time during the year January and June or upon exit from the program. Students scoring more than one grade level behind their grade placement will qualify for the Title One Tutoring Program. During their tutoring sessions the students will receive direct one on one instruction in reading and/or math.

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

The Title One Teacher is responsible for implementing and coordinating all interventions, assessments and reports. Job description attached.

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

Career counseling occurs in inventorying current skills and interest. Career exploration will occur both through instruction and direct time with individuals using technology for virtual exploration as well as real time explorations.

F. Transition Services:

- 1) *Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or delinquent children and youth. **It is required to set-aside a minimum of 15% and a maximum of 30% of your dollars for this purpose.***
- 2) *Twenty percent of the Title One Teacher's school time, at a cost of \$10,332, will be allocated to providing transition educational services. These include coordinating information and services to the students, receiving schools and their families as they move to a less restrictive environment.*
- 3) *Ten hours of training with our technical consultant at a cost of \$500 will be technology/training specific to use of technology as part of preparation for return to public school.*

In total, \$10,832 will be reserved for transitional services. This is 18 percent of a \$59060 school year budget.

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

The Title One Teacher will contact the receiving school district and coordinate educational transition services as students prepare to leave Pine Haven and after their departure. This will include educational strategies and recommendations that have been successful at Pine Haven. Follow up support will also occur after the student has left. The transition coordinator would be the Title one teacher with the assistance of the Principal as an in kind service. This would be in coordination with the transition services currently undertaken by the family workers. It would be

supplemental to that specifically focusing on the educational needs of the students as documented in the Title one program, services and assessment.

The title one program is envisioned as a supplemental program. The students would receive services in the classroom or when appropriate in a separate setting. The services would be individual in nature depending on the assessed needs of the student. In reading, it would be development of phonetic skills assessed as lacking or weak, development of decoding skills, sight words and work on oral fluency as well as development of comprehension skills. In math it again would be individualized in nature depending on the students assessed needs with a focus on development of basic facts, computation, problem solving and work with graphs. Some students may need a different approach or technique than used in the regular curriculum in learning reading or math.

During the summer, the family/worker transition staff's time will be spent traveling with the students to their homes and local community preparing students for return. On occasion, the transition staff will travel alone to prepare for the student return to his local community and public school. The goal will be successful re-entry to school, community and family.

Technology training will focus on assessing and developing technology skills for employment and those necessary for successful re-entry to school. Students will engage in on line career counseling activities, helping them to prepare for return to public school. They will also begin pre-vocational activities moving them closer to independence upon return to public school and their families.

Pine Haven Boys Center
Institution Name

G. Professional Development:

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

The Title 1 and institutional staff require specific training in effective reading and Math instruction. This and additional training in the assessment tools (AIMSweb) can be done within our existing Professional development Program, on-line through videos, through attendance at training seminars and information available through web based resources. Additionally, Pine Have will continue as a community of learning focusing on research based Reading and Math interventions.

- 2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

A total of ten of hours in training on the educational use of Ipads will be scheduled with our technology consultant. The focus will be on developmentally appropriate applications and research based strategies for use of the Ipads in the classroom. Our technology consultant Matt Woodrow is the Director of Technology in Hooksett, a District leading the state in Ipad usage for elementary students. We will also employ reading (Lee Blount, Allentown School District)and math (Stanley Smith, Pittsfield School District) consultants to help us to learn and implement effective methods and materials in teaching those subjects. They will be hired for four Friday afternoon traing sessions or the equivalent, as their schedules allow.

H.. Coordination:

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

Pine Haven receives no direct federal funds through grants or other programs. However as an intensive treatment program approved by DCYF, all students at PHBC have an individual treatment plan, developed by the student's entire treatment team, including student, sending school personnel, family worker, etc. The needs of the student are addressed through a set of goals, objectives, and strategies, with listed support personnel for each. One of the goals is educational and incorporates activities the student will be pursuing upon his transition back into his community and school.

Students identified for special education, receive services as specified in the IEP, which also includes a detailed plan for transition services when appropriate.

As an approved Special Education Program, Pine Haven have certified special education teachers or consultants who will work with the Title 1 staff in supporting the interventions designed for the identified students. Additionally, their expertise will assure coordination with any special education services provided at Pine Haven and when they leave, as well.

Pine Haven Boys Center
Institution Name

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Title One Teacher 10 months of salary, taxes and benefits (full year \$61,993, ten months 51660)	Salary - \$32,000.00 Benefits - \$19,660.00
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	Counseling Services \$4,000	4000
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	\$500 for paper, copying and printing	500
Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i>	AIMSweb, Reading and Math teaching materials \$500 and licensing fees \$100,	600
Equipment <i>Attach a justification for each item to be purchased.</i>	0	0
Professional Development Activities	Training in the AIMSweb Reading and Math assessments \$500. Reading and Math Consultants \$800	1300
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	Travel to receiving schools to provide transition services, \$1000	1000
Administration	0	0
Total Costs		59060

Pine Haven Day Summer Program

Narrative

In an attempt to respond to student needs, the changing laws regarding CHINS and the students leaving, Pine Haven created program of summer services. The hallmark of this program will be the direct involvement of family worker and clinicians to provide transition services. Additionally, Pine Haven seeks to provide educational support opportunities through field trips. This involvement is based on the belief that youths thrive in safe, healthy, and stable families and communities. Assisting youths in transitions to their home will lead to permanent positive change in the family system. Additionally, by providing experiential learning opportunities, we will enhance the classroom experiences of our students.

A portion of the time of the family worker/counselor hired by Pine Haven (10% of their total salary and time, approximately one day per week) will be used in coordinating interviews for the students to new educational settings, transporting the students to interviews, arranging transfer of records needed for the interviews, assisting families and any application material necessary for a successful interview. Once final decisions are made as to successor placements, staff will contact the receiving school placement and/or school district and coordinate any necessary educational transition services as students prepare to leave Pine Haven. They will also coordinate all necessary services during and after the student's departure to assure successful transitions with their families and coordination of community services. This may include providing educational strategies and recommendations that have been successful at Pine Haven and those that did not work; coordinating transfer of medical, dental and mental health services; in home family support and assuring necessary ESY programs are in place.

The trips to Strawberry Banke, Shaker Village, NH History Museum are related to the Social Studies Curriculum: NH and US History. Canobie Lake, Montshire Museum and Water Country field trips are fun and exiting ways to integrate hands on experiences in Science and Math. Some of the curriculum areas explored are: Checking for water quality. What to check, how, when? Race on the speed slide. Who goes faster, someone lighter or heavier, are they the same, why or why not? Water safety, basic first aid and CPR. Why can't a tube go over the top of the half pipe? Provided with some stats the students can calculate the maximum height a tube could go. Tour of the wave room operations. Discuss how much water the wave machines move. Students explore how much energy it takes or how long it takes for waves to build to max height. Explore how much water is filtered, for example, the wave pool holds 357,000 gallons of water. To filter all of the water in one hour, how many gallons need to pump through the filters per minute. How would it change if they filtered all the water in four hours? Prior to each field trip the students will engage in pre-teaching and stage setting activities, building upon prior knowledge and experiences. The activities will be designed to prepare the students for the field experiences they will be engaging in. The learning objectives for each trip will be explained and explored. The students, when at the field placement, will use the pre-teaching activity sheets to gather the data, information and experiences as described and record their observations and reflections. Upon return the students will debrief using these activity logs as the start point for discussions and further reflection upon the learning objectives and measurement of their successful completion of the tasks.

Ipads are a new and intuitive technology designed for our 21st Century students. Teachers highly value the ability of the devices to increase student engagement in learning, to facilitate improved communications between teachers, parents and students, to access online textbooks and for more personalized learning experiences. These versatile programs are made up of language arts, math & science modules for all the students. During our summer program we will be using them for classroom instruction in reading and math as well as for individualized instruction both in the classroom and in tutoring sessions. They are supplemental to our regular programming in that they will be used to provide instruction and review not presently available to make up for any deficiencies in student skills as identified in AimsWeb Testing. These assessments also identify areas that need extending or strengthening so as to increase proficiency in grade level and grade span expectations. In some instances their use will foster completion and retention of those expectations. Lastly, these tools will direct feedback to students to correct errors not currently available. We will be using them for practice in Dolch Words, math numeration, both in practice of facts and in a virtual blackboard for calculation. They will also be used to access individually our digital textbooks in Reading and Spelling. This new technology more directly engages students in their learning and research supports increased engagement with retention and improvement in assessments. The variety of applications is endless as are professional development activities for staff. A total of ten of hours in training on the educational use of Ipads will be scheduled with our technology consultant. The focus will be on developmentally appropriate applications and research based strategies for use of the Ipads in the classroom. Our technology consultant Matt Woodrow is the Director of Technology in Hooksett, a District leading the state in Ipad usage for elementary students.

Pine Haven's existing school program offers students access to the general curriculum and positive educational experiences. By adding transition services, field trips and use of portable computer devices, we feel we can meet the needs of the students and achieve the goals of the day treatment program. In our current budget structure, we can educate students, but are limited in the kind and quantity of services. With this funding we hope to supplement educational opportunities and transition services.

Pine Haven Boys Center
Institution Name

I. Summer Budget Narrative

Account Category	Budget Detail	Total Costs
Salaries and Benefits	Family worker/transition staff @10 % of \$52,000 annual salary, taxes and benefits, \$5200. Summer portion of the position will be transition programming. Title 1 teacher salary, taxes and benefits July and August, \$10450	Salary - \$11,050.00 Benefits - \$4,600.00
Contracted Services	Counseling Services related to returning to public school @10% of \$50,000 annual salary, \$5,000. Ten hours of transition training related to return to public school, with our technical consultant @\$50 per hour	\$5,500
Supplies and Materials		
Books		
Equipment		
Professional Development Activities		
Travel	Six trips are envisioned, during the course of the summer: Strawberry Banke, Shaker Village, NH History Museum, Canobie Lake, Water Country, Montshire Museum. The costs are for admission, staff for the trips, transportation and food.	\$5,000
Administration		
Total Costs		\$26150



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

Dague Clark, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
dbclark@dhhs.state.nh.us
4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current 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. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$1,000,000; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

12/2/14
Date

MPM
Name: Michael Marini
Title: Principal



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

12/2/2011
Date

Michael D. Maroni
Name: Michael D. Maroni
Title: Principal



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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:

12/2/14
Date

Michael Maroni
Name: Michael Maroni
Title: Principal



**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 MM

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

12/2/14
Date

[Signature]
Name: Michael Moran
Title: Principal

Exhibit G

Contractor Initials MM

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:

12/2/14
Date

Michael Mason
Name: Michael Mason
Title: Principal



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

R.H. DHHHS
The State

Pine Haven Boy Center
Name of the Contractor

Mary Ann Conway
Signature of Authorized Representative

MS Maroni
Signature of Authorized Representative

Mary Ann Conway
Name of Authorized Representative

Michael D. Maroni
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Principal
Title of Authorized Representative

12/30/14
Date

12/2/2014
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:

12/2/11
Date

Michael J. Maroni
Name: Michael Maroni
Title: Principal



FORM A

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

1. The DUNS number for your entity is: 100999101
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

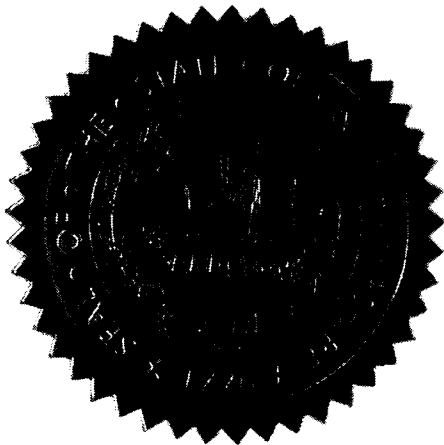
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS CENTER is a New Hampshire nonprofit corporation formed September 26, 1969. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of August A.D. 2014

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of PINE HAVEN BOYS CENTER.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on SEPT. 9, 2014 :
(Date)

RESOLVED: That the SCHOOL PRINCIPAL
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2nd day of DECEMBER, 2014.
(Date Contract Signed)

4. MICHAEL MARONI is the duly elected SCHOOL PRINCIPAL
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NH

County of MERRIMACK

The forgoing instrument was acknowledged before me this 3rd day of DEC., 2014.

By PAUL RIVA
(Name of Elected Officer of the Agency)



PATRICIA A. CHESHIRE

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA A. CHESHIRE, Notary Public
My Commission Expires April 23, 2015

Commission Expires: _____

Certificate of Coverage

Date: 8/25/2014

Certificate Holder
 Pine Haven Boys Center, Inc., Allenstown, NH
 P.O. Box 162
 Suncook, NH 03275

Covered Location
 Pine Haven Boys Center Inc.
 River Road-Allenstown
 P.O. Box 162
 Suncook, NH 03275

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

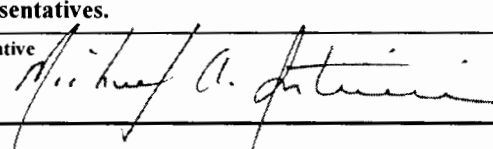
Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8539	6/30/2014	6/30/2015	Each Occurrence	
					General Aggregate	2,000,000
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage verified for the Pine Haven Boys Home, for the term of the certificate.

Holder of Certificate	Cancellation
NH Division for Children, Youth, and Families	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative 

0377000008



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2014

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 402-551-8765 C.M.G. Agency, Inc 10843 Old Mill Road Omaha, NE 68154	CONTACT NAME: C.M.G. Agency, Inc PHONE (A/C, No, Ext): 402-551-8765		FAX (A/C, No):	
	E-MAIL ADDRESS:			
INSURED Pine Haven Boys Center, Inc. PO Box 162 Suncook, NH 03275	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A :			
	INSURER B :			
	INSURER C :			
	INSURER D : Preferred Professional Insurance Co. Inc			
	INSURER E :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC0035514-00	06/30/14	06/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Workers Compensation coverage is verified for Pine Haven Boys Center, Inc, for the term of the certificate.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

C.M.G. Agency, Inc.

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Mission Statement

Pine Haven Boys Center

The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school and community.

PINE HAVEN BOYS CENTER

FINANCIAL REPORT

JUNE 30, 2013

*PINE HAVEN BOYS CENTER
FINANCIAL REPORT
JUNE 30, 2013*

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Pine Haven Boys Center
Allentown, New Hampshire

We have audited the accompanying financial statements of Pine Haven Boys Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013, and 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2013 and 2012, 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.

December 9, 2013

*Plodzik & Sanderson
Professional Association*

PLODZIK & SANDERSON
Professional Association | Accountants & Auditors

*PINE HAVEN BOYS CENTER
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012*

ASSETS

	2013	2012
CURRENT ASSETS		
Cash and cash equivalents	\$ 723,337	\$ 431,092
Cash - temporarily restricted	120,270	90,777
Accounts receivable	189,669	154,767
Prepaid expenses	33,207	8,936
Total current assets	\$ 1,066,483	\$ 685,572
 PROPERTY AND EQUIPMENT		
Building improvements	\$ 669,386	\$ 643,710
Furniture and fixtures	45,190	45,190
Office equipment	68,882	68,882
Equipment	129,250	129,250
Vehicles	81,022	76,389
	\$ 993,730	\$ 963,421
Less accumulated depreciation	795,350	775,796
	\$ 198,380	\$ 187,625
 TOTAL ASSETS	 \$ 1,264,863	 \$ 873,197

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 105,179	\$ 34,347
Accrued expenses	169,479	112,673
Total current liabilities	\$ 274,658	\$ 147,020
 NET ASSETS		
Unrestricted		
Net investment in property and equipment	\$ 198,380	\$ 187,625
Undesignated	671,555	447,775
	\$ 869,935	\$ 635,400
Temporarily restricted	120,270	90,777
Total net assets	\$ 990,205	\$ 726,177
 TOTAL LIABILITIES AND NET ASSETS	 \$ 1,264,863	 \$ 873,197

The notes to financial statements are an integral part of this statement.

*PINE HAVEN BOYS CENTER
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012*

	<u>2013</u>	<u>2012</u>
CHANGES IN UNRESTRICTED NET ASSETS:		
OPERATING REVENUE AND GAINS (LOSSES)		
Board and care	\$ 1,153,647	\$ 938,994
Tuition and registration	698,739	430,057
U.S. Department of Agriculture	25,741	16,028
Settlement proceeds	763,573	-
Total unrestricted operating revenue	<u>\$ 2,641,700</u>	<u>\$ 1,385,079</u>
EXPENSES		
Program services:		
Instruction	\$ 423,920	\$ 347,597
Board and care	1,047,381	865,604
Supporting services:		
Administration	951,605	212,023
Total operating expenses	<u>\$ 2,422,906</u>	<u>\$ 1,425,224</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS FROM OPERATIONS	<u>\$ 218,794</u>	<u>\$ (40,145)</u>
CHANGES IN UNRESTRICTED NET ASSETS: NON-OPERATING REVENUE AND GAINS (LOSSES)		
Contributions	\$ 1,108	\$ 604
Interest Income	956	1,159
Total unrestricted non-operating revenue	<u>\$ 2,064</u>	<u>\$ 1,763</u>
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of program restrictions	<u>\$ 13,677</u>	<u>\$ 4,531</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>\$ 234,535</u>	<u>\$ (33,851)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions and interest earned	\$ 43,170	\$ 22,710
Net assets released from restrictions	<u>(13,677)</u>	<u>(4,531)</u>
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>\$ 29,493</u>	<u>\$ 18,179</u>
INCREASE IN NET ASSETS	\$ 264,028	\$ (15,672)
NET ASSETS - BEGINNING	<u>726,177</u>	<u>741,849</u>
NET ASSETS - ENDING	<u>\$ 990,205</u>	<u>\$ 726,177</u>

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013

	<u>Program Services</u>		<u>Support Services</u>	<u>Total</u>
	<u>Instruction</u>	<u>Board and Care</u>	<u>Administration</u>	
<u>Personnel costs</u>				
Salaries and wages	\$ 257,885	\$ 657,946	\$ 142,001	\$ 1,057,832
Employee benefits	24,629	97,299	11,083	133,011
Temporary staff	-	15,909	-	15,909
Payroll taxes/workers' compensation insurance	22,824	60,219	7,275	90,318
<u>Professional fees and consultants</u>				
Client evaluations	3,500	-	-	3,500
Audit fees	-	-	10,641	10,641
Legal fees	-	-	24,365	24,365
Other professional fees/consultants	37,130	8,256	2,743	48,129
Art and physical education	6,800	-	-	6,800
<u>Staff development and training</u>				
Journal and publications	164	-	240	404
Other staff development	885	8,908	-	9,793
<u>Occupancy costs</u>				
Heating costs	9,329	16,417	633	26,379
Other utilities	4,419	11,976	321	16,716
Maintenance and repairs	9,072	33,874	300	43,246
<u>Consumable supplies</u>				
Office	-	-	2,930	2,930
Building/household	2,706	13,178	-	15,884
Education/training	22,711	2,869	-	25,580
Food	-	26,286	-	26,286
Medical	-	5,606	-	5,606
Capital expenditures - depreciation	8,954	20,349	2,118	31,421
Equipment maintenance	4,395	8,386	698	13,479
Recreational supplies/expenses	-	21,450	-	21,450
Advertising	-	-	1,143	1,143
Printing	-	-	6,282	6,282
Telephone/communications	-	-	3,494	3,494
Postage/shipping	-	-	3,112	3,112
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	-	4,184	-	4,184
Clients/staff	-	7,807	-	7,807
<u>Assistance to students</u>				
Clothing/hygiene	-	3,010	-	3,010
<u>Insurance</u>				
Vehicles	284	2,138	-	2,422
Comprehensive property/liability	8,233	14,585	706	23,524
<u>Membership dues</u>				
	-	1,166	175	1,341
<u>Other expenditures</u>				
	-	-	896	896
<u>Donation</u>				
			730,449	730,449
<u>Total</u>	<u>\$ 423,920</u>	<u>\$ 1,047,381</u>	<u>\$ 951,605</u>	<u>\$ 2,422,906</u>

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	<u>Program Services</u>		<u>Support Services</u>	<u>Total</u>
	<u>Instruction</u>	<u>Board and Care</u>	<u>Administration</u>	
<u>Personnel costs</u>				
Salaries and wages	\$ 208,893	\$ 559,931	\$ 146,479	\$ 915,303
Employee benefits	20,870	106,669	21,993	149,532
Temporary staff		8,936	-	8,936
Payroll taxes/workers' compensation insurance	18,758	50,758	7,015	76,531
<u>Professional fees and consultants</u>				
Client evaluations	7,129	-	-	7,129
Audit fees	-	-	7,725	7,725
Legal fees	-	-	8,102	8,102
Other professional fees/consultants	33,835	4,017	2,566	40,418
Art and physical education	4,749			4,749
<u>Staff development and training</u>				
Journal and publications	260	-	-	260
Other staff development	4,925	-	-	4,925
<u>Occupancy costs</u>				
Heating costs	8,656	15,742	560	24,958
Other utilities	4,138	11,351	324	15,813
Maintenance and repairs	35	9,536	-	9,571
<u>Consumable supplies</u>				
Office	-	-	3,406	3,406
Building/household	100	4,010	-	4,110
Education/training	10,726	2,590	-	13,316
Food	-	15,773	-	15,773
Medical	64	3,641	-	3,705
Capital expenditures - depreciation	9,669	21,360	2,118	33,147
Equipment maintenance	5,362	4,671	603	10,636
Recreational supplies/expenses	-	8,844	-	8,844
Advertising	-	-	210	210
Printing	-	-	4,323	4,323
Telephone/communications	-	-	4,021	4,021
Postage/shipping	-	-	1,685	1,685
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	47	5,565	-	5,612
Clients/staff	-	7,435	-	7,435
<u>Assistance to students</u>				
Clothing/hygiene	-	1,321	-	1,321
<u>Insurance</u>				
Vehicles	336	2,464	-	2,800
Comprehensive property/liability	9,045	16,023	768	25,836
Membership dues	-	1,164	125	1,289
Other expenditures	-	-	-	-
<u>Total</u>	<u>\$ 347,597</u>	<u>\$ 865,604</u>	<u>\$ 212,023</u>	<u>\$ 1,425,224</u>

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 264,028	\$ (15,672)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	31,421	33,147
Loss on disposition of assets	-	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(34,902)	21,979
(Increase) decrease in prepaid expenses	(24,271)	53,845
Increase (decrease) in accounts payable	70,832	(42,274)
Increase (decrease) in accrued expenses	<u>56,806</u>	<u>(32,669)</u>
Net cash provided by operating activities	\$ 363,914	\$ 18,356
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase/retirement of property and equipment	<u>(42,176)</u>	<u>(16,863)</u>
Net increase (decrease) in cash and cash equivalents	\$ 321,738	\$ 1,493
Cash and cash equivalents:		
Beginning	<u>521,869</u>	<u>520,376</u>
Ending	<u><u>\$ 843,607</u></u>	<u><u>\$ 521,869</u></u>

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Operations

Pine Haven Boys Center (“The Center”), located in Allenstown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and educational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 16, who are referred by social agencies, schools, families and courts. The Center’s goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

Basis of Accounting

The Center prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Net Asset Classes

The Financial Accounting Standards Board *Accounting Standards Codification* (FASB ASC) topic 958, “Not-for-Profit Entities,” requires the reporting of the organization’s activities by net asset class (FASB ASC 958-225) as described below:

Unrestricted Net Assets result from contributions to the organization that have no donor-imposed restrictions, less all expenses incurred in the operation of the organization.

Temporarily Restricted Net Assets result from contributions to the organization whose use is limited by a donor-imposed restriction. Restrictions are typically satisfied either by the passage of time or by the actions of the organization.

Permanently Restricted Net Assets result from contributions to the organization that must be maintained permanently. Typically, the future investment returns on such assets may be used in full or in part for the operations of the organization.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts and disclosures at the date of the financial statements and during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

Income Taxes

The Center is a non-profit corporation determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

Revenue Recognition

The Center reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Center reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

*PINE HAVEN BOYS CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are charged to each program based on direct expenses incurred or estimated usage.

Expense Allocation

All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by New Hampshire Department of Education and the Division for Children, Youth and Families, to which these statements and other financial documents and applications are submitted by the Center.

Property and Equipment

Property and equipment are recorded at cost when purchased and fair market value when donated. It is the Center's policy to capitalize expenditures for these items in excess of \$1,000. Lesser amounts are generally expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Building improvements	10 - 20
Vehicles and equipment	5 - 15
Furniture and fixtures	5 - 7

Advertising Costs

The Center expenses advertising costs as incurred in accordance with the American Institute of Certified Public Accounts Statement of Position 93-7 "Reporting on Advertising Costs."

Accounting for Income Taxes

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 *Accounting for Uncertainty in Income Taxes*. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2010. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

NOTE 2 - CONCENTRATION OF RISK

The Center maintains a majority of its cash balances in three financial institutions located in Concord, New Hampshire. The June 30, 2013 and 2012 balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 and \$250,000, respectively. At June 30, 2013 and 2012, the Center's uninsured cash balances total \$73,213 and \$-0-, respectively.

NOTE 3 - FAIR VALUE OF FINANCIAL INSTRUMENTS

Financial Accounting Standards Board (FASB) ASC 825-10 *Disclosures about Fair Value Instruments* requires disclosure of fair value information about financial instruments whether or not recognized in the balance sheet. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in

*PINE HAVEN BOYS CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 3 - FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

many cases, could not be realized in immediate settlement of the instruments. FASB ASC 825-10 excludes certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Center.

Cash and cash equivalents: The carrying amounts reported in the balance sheets for cash and cash equivalents approximate those assets fair values because of the short maturity of those items.

Receivables: The carrying amounts reported in the balance sheets for receivables approximate those assets fair values because of the short maturity of those items.

Prepaid expenses: The carrying amounts reported in the balance sheets for prepaid expenses approximate those assets fair values because of the short maturity of those items.

Accounts payable and accrued expenses: The carrying amounts reported in the balance sheets for accounts payable and accrued expenses approximate those liabilities fair values because of the short maturity of those items.

Financial Accounting Standards Board (FASB) ASC 820-10, Fair Value Measurements. This ASC provides for a common definition of fair value and establishes a framework to make the measurement of fair value in generally accepted accounting principles more consistent and comparable. *FASB ASC 820-10* also requires expanded disclosures to provide information about the extent to which fair value is used to measure assets and liabilities, the methods and assumptions used to measure fair value, and the effect of fair value measures on earnings. The Center considers fair value concepts to test various long-lived assets for impairment. The Center has determined that the adoption of *FASB ASC 820-10* does not have a material impact on its financial statements.

NOTE 4 - ACCRUED EXPENSES

Accrued expenses are comprised as follows:

	2013	2012
Accrued payroll	\$ 100,138	\$ 57,043
Accrued vacation	35,978	26,418
Accrued earned time	33,363	29,212
	\$ 169,479	\$ 112,673

NOTE 5 - CURRENT VULNERABILITY DUE TO CONCENTRATIONS

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Center and its ability to continue its operations in its present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near term.

NOTE 6 - DEFINED CONTRIBUTION RETIREMENT PLAN

The Center has a defined contribution retirement plan (the Plan) qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes a contribution to the Plan each year equal to 5% of the compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2013 and 2012 amounted to \$29,015 and \$26,795, respectively.

*PINE HAVEN BOYS CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 7 - LEASE COMMITMENTS

Operating Leases

The Center leases its facilities from the Order of St. Jerome Aemilian, Inc. (The Order). The Center and the Order entered into a one-year lease dated March 4, 2003, commencing July 1, 2003 through June 30, 2004. The lease provides for options to renew for six additional periods of one year through June 30, 2010. The lease provides for minimum annual rent based upon the sum of the following components: a) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and b) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with use of the property owned by the Order. Total rent expense in these financial statements under this lease amounts to \$-0- and \$-0- for the years ended June 30, 2013 and 2012, respectively.

The Center leases a copier machine at \$198 per month for 63 months. The term of the lease is January 23, 2013 through March 23, 2018.

Future minimum lease payments under the leases as of June 30, 2013 are as follows:

2014	\$ 2,374
2015	2,374
2016	2,374
2017	2,374
2018	1,780
	<u>\$ 11,276</u>

NOTE 8 - TEMPORARILY RESTRICTED NET ASSETS

The Center's temporarily restricted net assets are available for the following purposes:

	2013	2012
Special projects	\$ 118,190	\$ 88,697
Winter recreation	2,080	2,080
	<u>\$ 120,270</u>	<u>\$ 90,777</u>

NOTE 9 - LITIGATION

The Center has pursued litigation in connection with seven rate appeals in which the Center seeks increased rates for services provided on behalf of the New Hampshire Division for Children, Youth, and Families during State fiscal years 2004-2010. The rates awarded at the administrative level for State fiscal years 2004-2006 have been affirmed by the New Hampshire Supreme Court, and the Merrimack County Superior Court has ordered DCYF to pay Pine Haven Boys Center. That payment in the amount of \$763,573 was received in fiscal year ended June 30, 2013. The litigation in connection with the remaining years 2007-2010 is still being pursued. The ultimate payment, if any, is undeterminable.

NOTE 10 - CONTRIBUTION

During the year ended June 30, 2013, the Center contributed \$730,449 to Pine Haven Boys Center Foundation. Pine Haven Boys Center Foundation is a qualified charitable foundation organized for the purpose of supporting Pine Haven Boys Center.

NOTE 11 - RECLASSIFICATIONS

Certain reclassifications have been made to the June 30, 2012 financial statement presentation to correspond to the current year's format. Net assets and changes to net assets are unchanged due to these reclassifications.

*PINE HAVEN BOYS CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012*

NOTE 12 - SUBSEQUENT EVENTS

The Center did not have any recognized or unrecognized subsequent events after June 30, 2013, the date of the statement of financial position. Subsequent events have been evaluated through December 9, 2013, the date the financial statements were available to be issued.

Pine Haven Boys Center

Board of Directors

Officers

Mr. Kevin McMahon, PH.D., President (College Professor)

Peter Viar (Salesman) Vice-President

Rev. Paul Riva, Treasurer and Secretary (Executive Director)

Mr. Charles Mitchell, (Retired School Counselor)

Mr. Richard Bertolami, (Retired School Resource Person)

Ms. Maggie Cahow, (M.S., Nurse Practitioner)

Mr. George Edwards, New England Association of Schools and Colleges

Ms. Maria McKenna (College Professor)

Mr. Jay Meehan. (Mover)

Mr. Jack O'Connor (Public Education Training Officer – NH911)

Mr. Brian Tufts (Vice-President Commercial Lending Laconia Savings Bank)

Ms. Sally Kelly (VP Communications, CCA Global, (currently) NH State Rep)

Non-Voting Member

Rev. Paul Riva (Pine Haven Director)

Jennifer Mandigo

SUMMARY

Kind and compassionate Elementary School Teacher dedicated to creating an atmosphere that is stimulating and encouraging to all students. Enjoys using modern technology in the classroom.

HIGHLIGHTS

New Hampshire Teaching Certificate with Early Childhood Education: SNHU	Learning assessments
Critical thinker	Flexible and adaptive
Curriculum development	Calm under pressure
Standardized testing techniques	Decisive
	Highly Qualified:K-6

EXPERIENCE

Student Teacher, 08/2013 to 12/2013

Lamprey River Elementary School – Raymond, NH

Observed and assessed student performance and kept thorough records of progress. Managed classrooms of 1 on 1 to 21 students during the absence of assigned teachers. Implemented a variety of teaching methods such as lectures, discussions and demonstrations. Tutored children individually and in small groups to help them with difficult subjects. Collaborated with other staff members to plan and schedule lessons promoting learning and student engagement.

Paraprofessional, 01/2013 to 08/2013

Hooksett Memorial School – Hooksett, NH

Responsible for providing extra assistance to students with special needs (physical and mental). Supervise students in a classroom environment as well as hallways, cafeteria, school yards, gymnasiums and field trips. Observe students' performance and record relevant data to assess progress. Present subject matter to students under direction and guidance of teachers by preparing lesson plans, bulletin board displays, exhibits and demonstrations.

EDUCATION

Bachelor of Arts: General Education Teacher: K-8, Dean's list, 2013

Southern New Hampshire University – Manchester, NH, US

Associate of Arts: Education, 2010

Manchester Community College – Manchester, NH, US

Joyce Pollinger, LICSW

Professional Profile:

- MSW Boston University School of Social Work
- Qualified Fire Assessment Diagnostician State of MA.
- Trained in Trauma Focused Cognitive Behavioral Therapy
- Better Together Facilitator
- Working towards Play Therapy Certification
- Certified School Adjustment Counselor, MA

Professional Experience

- 12/02-Present Pine Haven Boys Center, Allenstown, NH**
Clinical Director
Supervision of staff
Program coordination of clinical work
Provide individual, family, group therapy, intakes,
30 day assessments, and fire assessments & treatment
as needed. Facilitate treatment team meetings and staff meetings.
- 12/05-Present FireSafe Intervention, Inc. Manchester, NH**
Clinician/Fire Educator
Conduct Screening Interviews for parents/child
Provide Fire Education
Clinical Fire Assessments.
- Spring 10-Present Granite State College**
Education and Training
Trainer
Provide education and skill building in managing traumatized children to
Foster Parents, State employees, and direct care staff.
Provide the CORE training for child and Youth care workers.
- 9/98-12/02 Brandon Residential Treatment Center, Natick, MA.**
Administrator of Fire Treatment Services
Fire Assessments
Individual & Group Treatment
Coordinated Fire Education Program
Consulted to outside residential programs.
- 9/94-9/98 Brandon Residential Treatment Center, Natick, MA.**
Clinician/Case Manager 1994-1996
Group Therapy Supervisor 1996-1998
Individual, Family and group Therapy
Coordinator of Group Treatment Program
Case Management Duties
- 1/93-1/96 Concord NH Police Department, Concord, NH**
Youth Care Attendant/Car Detail/Support Staff
Supervision of Youth
Switchboard/Crime line support staff

11/93-1/96

Cruiser Care
The Friends Program, Inc. Concord, NH
Shelter Staff

Intakes/Discharges/Support Staff

1988-1993

Brandon Residential Treatment Program

Child Care Worker 1988-1989

Residential Program Supervisor 1989-1993

Child care duties included supervision and development of Activities, teaching daily living skills, setting limits, attending treatment team, staff and department meetings.

Program Supervisor provided staff supervision, and coordination of the daily operations of the program for up to 16 children and adolescents ages 7-17.

Professional Accomplishments:

- Presented the "Beacon Award" by the Massachusetts Coalition on Juvenile Firesetting in November of 2001.
- Developed the first specialized residential treatment program in the state of Mass for children with fire setting behaviors.
- Developed the "Best Practices for Juvenile Firesetting in Residential Programs" as part of the Common Works Task Force.
- Research Project: "A comparative Study of the Behavioral, Personality, and Fire History Characteristics of Residential and Outpatient Adolescents (ages 12-17) with Firesetting Behaviors" published Summer 2005 Adolescence, vol. 40, No. 158, Summer 2005.

Workshop Presentations:

- Compass: "Juvenile Firesetting Typologies"
- Massachusetts Coalition for Juvenile Firesetting Annual Conference "Incorporating Firesetting Treatment Across a Residential Program" and "Spotlight on Programs"
- MAAPS Conference: "Fire Education in a Residential Program"
- SAFE Conference: "Working with ADHD in the Classroom"
- Boston University Guest Speaker: Juvenile Firesetting Behavior
- Newbury College: Guest Speaker: Juvenile Firesetting Behavior

Professional Affiliations Past & Present

- Massachusetts Coalition on Juvenile Firesetting Intervention Programs (Past.)
- New Hampshire Coalition on Juvenile Firesetting Intervention Programs (Present NH)
- The Children's Group Therapy Association
- Middlesex County Juvenile Firesetting Task Force/Review Team
- SAFE Task Force: Student Awareness of Fire Education
- New England Play Therapy Association
- NASW
- New England Council on Crime and Delinquency

Paul Riva

Education:

- Master's Degree in Education with concentration in Counseling. (1998)
Rivier College, Nashua
- Bachelor's Degree in Theology (1992-1995)
Pontificio Ateneo S. Anselmo, Rome, Italy
- Bachelor's Degree in Philosophy (1988-1990)
Pontificio Ateneo S. Anselmo, Rome, Italy

Experience:

- July 2008- present: Pine Haven Executive Director
- January 1999- July 2008: Pine Haven Cottage Director
- April 1996- December 1998: Pine Haven Assistant Cottage Director
- June 1995- July 1995: Director of a summer Camp in Como (Italy)
- June 1994 - July 1994: Assistant Director of a summer camp in Somasca (Italy)
- September 1990 - August 1992: Child Care Worker at Casa S. Girolamo, Somasca (Italy)
- June 1999- July 1999: Child Care Worker at Istituto Emiliani, Treviso, Italy

Certifications:

- Crisis Prevention Institute Certified Instructor
- Therapeutic Crisis Intervention Instructor

REV. JOHN B. VITALI

LIFE EXPERIENCES

Member of the Somascan Fathers and Brothers since 1961
Ordained to the Priesthood 1971
American Citizen 1988

WORK EXPERIENCE

<i>Pine Haven Boys Center: Treatment Center for Troubles Boys</i>	<i>Allenstown, NH</i>
Cottage Director	2011-Present
Assistant Cottage Director	2008-2011
Executive Director	1987-2008
Cottage Director-Assistant Cottage Director	1985-1987
Assistant Principal	1984-1985
<i>Casa San Girolamo: Treatment Center for Troubled Boys</i>	<i>Vercurago, Italy</i>
Executive Director	1974-1982
Child Care Worker	1971-1974

EDUCATION

Classical Lyceum (Liberal Arts Courses) <i>Emiliani- Genova-Nervi, Italy</i>	Graduated 1964
Biennial of Philosophy <i>Aemilianum-Magenta (Mi), Italy</i>	1964-1966
Practicum <i>Istituto St. Jerome Emiliani-Corbetta(Mi), Italy</i>	1966-1967
Bachelor of Theology <i>Aemilianum-Magenta(Mi), Italy</i>	1967-1971
Degree as Specialized Educator EASAE (Ente Scuola Assistenti Educatori- Scuola Superiore di Formazione Psicopedagogica- <i>Milano, Italy</i>	1971-1975
Masters Degree in School Administration <i>Rivier College- Nashua, NH</i>	1983-1985
Masters Degree in Counseling and Clinical Psychotherapy <i>Rivier College- Nashua, NH</i>	1985-1990

EDUCATION

Bachelor of Arts Bangalore University, India.	1997-2000
Bachelor of Philosophy Jeevalaya Institute of Philosophy, Bangalore, India.	1997-2000
Certificate Course in Counseling Treda, De-addiction and Counseling Center, Bangalore, India.	2004-2005
Bachelor of Theology Sacred Heart College, Chennai, India.	2003-2006
Master of Arts in Mental Health Counseling Rivier University, Nashua, NH.	2011-2013

WORK EXPERIENCE

1. Jerome Illam: <i>Home for the Abandoned Children</i> Tamilnadu, India	2001-2006
• In charge of the Boys • Treasurer	
2. Miani Illam: <i>Home for Tsunami Affected Boys</i> Nagercoil, India	2006-2009
• Treasurer • In charge of Boys Hostel	
3. Suryodaya Boys Center Bangalore, India	2009-2010
• Treasurer	
4. Pine Haven Boys Center Suncook, NH	2011-present
• Assistant Cottage Director • Therapist	2013-present

SKILLS

Computer Skills: Microsoft Word, Excel, Power Point, Quicken Basics
Strong Organizational and Communication Skills.

CONTRACTOR NAME

Key Personal

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jennifer Mandigo	Title 1/Special Education	62,710.00	100%	62,710.00
Joyce Pollinger	Clinical Director		0%	
Paul Riva	Executive Director		0%	
Rev. John B. Vitali	Cottage Director		0%	
Rev. Dixon Choolakkal Rajan	Assistant Cottage Director		0%	

Subject: Funding for Title I Programs for Providers Ineligible for Funding Through a Local Education Agency

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	
1.3 Contractor Name Spaulding Youth Center		1.4 Contractor Address 72 Spaulding Road Northfield NH 03276	
1.5 Contractor Phone Number (603) 286-8901	1.6 Account Number 05-095-42-421010-2975	1.7 Completion Date August 31, 2015	1.8 Price Limitation \$60,600
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Crystal A. Welch</i>		1.12 Name and Title of Contractor Signatory CRYSTAL A WELCH DIRECTOR OF FINANCE	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>1/14/15</u> before me, the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is listed 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 <i>[Signature]</i>			
1.13.2 Signature of Notary Public or Justice of the Peace <i>Amanda G. Champagne, Justice of the Peace</i>			
1.14 State Agency Signature <i>Mary Ann Conway</i>		1.15 Name and Title of State Agency Signatory MARY ANN CONWAY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Megan A. Yapple Attorney On: <u>1/14/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials: CW
Date: 12/10/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: CW
Date: 12/16/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor will submit a detailed description of the language assistance services they will provide to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.4. The Contractor's Title 1 Part D, Subpart 1, Application is hereby incorporated into this Agreement as Exhibit A-1.

Spaulding Youth Center
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2014-2015

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2014-2015 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics				
Reading				
Intensive Tutoring	To provide intensive tutoring to students having difficulty learning to read through traditional methods so that these students may achieve "catch up growth" to benefit from the general curriculum.	Students receiving intensive tutoring will increase their reading level by 2 grade levels by 8/31/2015.	Pre-test 8/2014: WRMT-NU Post-test 8/2015: WRMT-NU	Reading Tutor/ Special Education Coordinator
Vocational Outcome				
Transition: Transition Counseling	To improve youth transitions to less restrictive settings, adulthood, return home	Students are able to transition from Spaulding Youth Center to a Less Restrictive Setting successfully. Improved Adult Outcomes: employability and independence	Surveys by 8/2015: of youth and collaterals assessing educational outcome, employment, satisfaction, transition outcomes	Spaulding Youth Center Transition Counselor

Spaulding Youth Center
Institution Name

2. Scope of Project

A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics	Transition
5 – 10 years old	13		13
11-15 years old	34		34
16-18 years old			19
19 years and older			11

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
2	.5	Reading Tutor(s)	Training and/or certification in a specialized reading program such as Orton-Gillingham or Wilson	\$43700.00 Summer 2015 \$6900.00
1	.25	Transition Counselor	Licensed Social Worker or Guidance Counselor	\$8000.00 Summer 2015 \$2000.00

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

Colleen Sliva, MSEd
Name of Individual

Principal & Special Education Director
Title of Individual

Garrett Lavallee
Name of Individual

Special Education Coordinator
Title of Individual

D. Staff/ Student Ratio's:

Total students paroled T1 D support 77 divided by Total Title I Staff FTE 1.25 = 61.6 to 1

Spaulding Youth Center
Institution Name

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

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

Academic

The program will increase student performance in reading.

Students who have been unable to make appropriate progress in reading will be provided with two to three hours per week intensive individual tutoring using a research based approach to teaching reading such as Orton-Gillingham or Wilson Reading System by a reading tutor. These students will make at least two years of growth so that they may catch up to the skill level of their peers. Students receiving this service over the past several years averaged 2 years growth during the course of the school year. Tutoring will occur from the beginning of the grant period throughout the school year and summer program.

Students receiving an Orton-Gillingham based intervention will receive this as a supplementary service to their special education service and as a supplementary service to Spaulding Youth Center's English and Language Arts Curriculum. These curricula have been reviewed as part of our program approval process and are on file at the Department of Education for review.

Transition

Currently eleven full time employees work with Spaulding Youth Center youth and families for the express purpose of transitioning these youth from our Center to a less restrictive setting such as their home or public school. Transition plans to adulthood are currently developed with families by these employees. Community and area agencies are identified and meetings are held to ensure good outcomes for our students.

The Title 1 grant will allow improved transition outcomes through the use of a transition counselor to provide supplemental transition counseling. This counselor will provide additional (supplemental) counseling to youth (50hrs/month) regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with families to identify and meet with community and agency resources.

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

Reading Specialists: tutor individual students in reading; perform pre-tests and post-tests; consult with general educators to increase student success in the general curriculum.

Transition Counselor: provide supplemental counseling to youth and families to improve transition outcomes.

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

Spaulding Youth Center will provide counseling to youth and families regarding transition planning, career counseling, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. Additional time to work closely with families to identify and meet with community and agency resources will be provided.

F. Transition Services:

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

The transition services provided with the reserved funds will be allocated as follows:
 \$10000: September-June 2014: \$8000 July-August 2014: \$2000: Transition Counselor (see below)

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

The reserved funds, \$10000, will be used to fund an additional counselor, a Transition Counselor, who will provide supplemental transition counseling. This counselor will provide additional (supplemental) counselling to youth regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with families to identify and meet with community and agency resources.

G. Professional Development:

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

None requested.

- 2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

None.

H. Coordination:

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

Program Coordination Schedule:

Daily:

- Reading instruction: *general and special education*
- Intensive reading tutoring: *Title 1 and special education*
- Transition planning and coordination: *Transition Counselor*
- Instruction in and application of, and future planning of job skills with local businesses for training and mentoring. These unique learning opportunities are coordinated by each student's teacher in consideration of the student's identified current job skills and potential future job matches.
general and special education, vocational education, work force investment act

Monthly/Quarterly:

- Transition Counselor: *Review coordination of training efforts with other appropriate programs such as Vocational Education, Work Force Investment Act, dropout/truancy prevention, local business training and mentoring opportunities.*

- Job search, application, social/conduct, and interview skills: *general and special education, vocational education, work force investment act.*
- Transition readiness: *Team review of student progress at team meetings in regard to readiness for transition to a less restrictive setting. Each team review's student progress academically, behaviorally, and in terms of transition outcomes to ensure each student is making progress toward transitioning back to their homes, families, schools, and communities. Program adjustments are made as needed to ensure progress is made. Special education, State and Federal Programs*
- Team review of each student's progress and program adjustment in math, reading, transition/vocational outcomes: *special education.*

Spaulding Youth Center
Institution Name

I. Budget Narrative September 1, 2014- June 30, 2015.

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Transition Counselor (1): @ \$20/hr: 50hrs/month	\$8000.00
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	Reading Tutors (2): 38 weeks 1:1 tutoring	\$43700.00
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>		
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>		
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities		
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$51700.00

I. Budget Narrative July 1, 2015- August 31, 2015

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Transition Counselor (1): @ \$20/hr: 50hrs/month	\$2000.00
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	Reading Tutors (2): summer 1:1 tutoring	\$6900.00
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>		
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>		
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities		
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$8900.00



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESA.
2. The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

Dague Clark, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
dbclark@dhhs.state.nh.us
4. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.



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.

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

12/16/2014
Date

Crystal A. Welch
Name:
Title: DIRECTOR OF FINANCE

Contractor Initials CW
Date 12/16/14



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:

12/16/14
Date

Crystal J. Wilson
Name:
Title: DIRECTOR OF FINANCE



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

12/16/2014
Date

Cristal J. Wilson
Name:
Title: DIRECTOR OF FINANCE

Contractor Initials CW
Date 12/16/14



**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

aw

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

12/16/14
Date

Crystal A. Welch
Name:
Title: DIRECTOR OF FINANCE

Exhibit G

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

Contractor Initials

CW

Date

12/16/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

12/16/14
Date

Crystal A. Weber
Name:
Title: DIRECTOR OF FINANCE

Contractor Initials aw
Date 12/16/14



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.

(CW)

12/10/14



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

CW
12/16/14



Exhibit I

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

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

NH DHHS

 The State

SPAULDING YOUTH CENTER
CRYSTAL A WELCH

 Name of the Contractor

Mary Ann Conway

 Signature of Authorized Representative

Crystal A Welch

 Signature of Authorized Representative

MARY ANN CONWAY

 Name of Authorized Representative

CRYSTAL A WELCH

 Name of Authorized Representative

ASSOCIATE COMMISSIONER

 Title of Authorized Representative

DIRECTOR OF FINANCE

 Title of Authorized Representative

12/30/14

 Date

12/16/14

 Date

Contractor Initials CW
 Date 12/16/14



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/16/14
Date

Crystal A. Welch
Name:
Title: DIRECTOR OF FINANCE



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

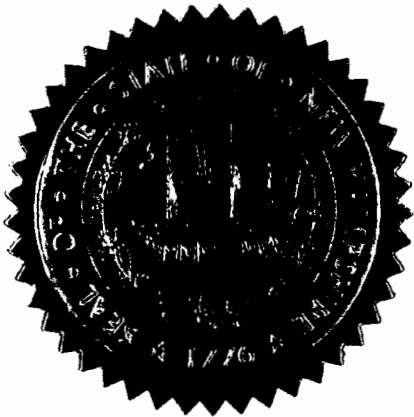
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING YOUTH CENTER is a New Hampshire nonprofit corporation formed July 3, 1958. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of January A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Lori Surowiec, Secretary Pro Tempore, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Spaulding Youth Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on October 17, 2013:
(Date)

RESOLVED: That the Director of Finance
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 16th day of December, 2014.
(Date Contract Signed)

4. Crystal A. Welch is the duly elected Director of Finance
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Lori Surowiec
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 16th day of December, 2014,

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

Deborah Flandus
(Notary Public/Justice of the Peace)



My Commission Expires: 12-4-18

Client#: 1030209

SPAULYOU

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2015

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

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


PRODUCER USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	CONTACT NAME: christine.skehan	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
E-MAIL ADDRESS: christine.skehan@usi.biz		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Wesco Insurance Company	25011	
INSURED Spaulding Youth Center 72 Spaulding Road Northfield, NH 03276	INSURER B :	
	INSURER C :	
	INSURER D :	
	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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3084294	03/01/2015	03/01/2016	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**** Workers Comp Information ****
 Other States Coverage
 Evidence of Insurance for informational purposes

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



**SPAULDING
YOUTH CENTER**

SPAULDING YOUTH CENTER

MISSION STATEMENT

Leverage our professional expertise to help young people with autism or other developmental and/or behavioral challenges learn the academic and life skills needed to be successful in their homes, schools and communities.



NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees and Board of Directors
Spaulding Youth Center and
Spaulding Youth Center Foundation, Inc.
Northfield, New Hampshire 03276

We have audited the accompanying consolidated financial statements of Spaulding Youth Center and Spaulding Youth Center Foundation, Inc., which comprise the consolidating statement of financial position as of June 30, 2014, and the related consolidating statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Spaulding Youth Center and Spaulding Youth Center Foundation, Inc. as of June 30, 2014, and the consolidated results of its operations and changes in net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's 2013 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated September 23, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Nathan Wechsler & Company
Concord, New Hampshire
September 18, 2014

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SPAULDING YOUTH CENTER AND
SPAULDING YOUTH CENTER
FOUNDATION, INC.

CONSOLIDATED FINANCIAL REPORT

JUNE 30, 2014

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.
 CONSOLIDATING STATEMENT OF FINANCIAL POSITION
 June 30, 2014 and Comparative Totals for 2013

	ASSETS		LIABILITIES AND NET ASSETS		
	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	2014 Consolidated	2013 Consolidated
CURRENT ASSETS					
Cash	\$ 1,952,724	\$ 155,664	\$ -	\$ 2,108,388	\$ 1,095,384
Accounts receivable, net of allowance for doubtful accounts of 2014 and 2013 \$10,000	1,086,610	-	-	1,086,610	1,426,060
Due from Spaulding Youth Center	-	566,889	(566,889)	-	-
Contributions receivable, net	-	17,325	-	17,325	17,042
Prepaid expenses and other receivables	64,009	2,456	-	66,465	41,032
Food inventory	11,034	-	-	11,034	15,681
<i>Total current assets</i>	<i>3,114,377</i>	<i>742,334</i>	<i>(566,889)</i>	<i>3,289,822</i>	<i>2,595,199</i>
PROPERTY AND EQUIPMENT					
Land	7,100	376,126	-	383,226	383,226
Buildings and improvements	8,603,779	1,125,866	-	9,729,645	9,526,224
Vehicles and equipment	430,294	-	-	430,294	420,560
Furniture and fixtures	2,332,974	51,922	-	2,384,896	2,274,430
Less accumulated depreciation	(11,374,147)	(1,553,914)	-	(12,928,061)	(12,604,440)
	5,141,073	516,449	-	5,657,522	5,196,700
	6,233,074	1,037,465	-	7,270,539	7,407,740
INVESTMENTS AND OTHER ASSETS					
Contributions receivable restricted to investment in building, net	-	345,620	-	345,620	510,887
Beneficial interests in trusts	2,297,512	-	-	2,297,512	2,118,002
Investments	-	8,106,045	-	8,106,045	7,066,689
<i>Total assets</i>	<i>\$ 11,644,963</i>	<i>\$ 10,231,464</i>	<i>\$ (566,889)</i>	<i>\$ 21,309,538</i>	<i>\$ 19,698,437</i>
CURRENT LIABILITIES					
Current maturities of long-term debt	\$ 79,251	\$ -	\$ -	\$ 79,251	\$ 69,114
Accounts payable	183,390	3,287	-	186,677	97,914
Due to Spaulding Youth Center Foundation, Inc.	566,889	-	(566,889)	-	-
Accrued expenses	302,102	-	-	302,102	519,951
Charitable gift annuities	-	2,777	-	2,777	3,378
<i>Total current liabilities</i>	<i>1,131,632</i>	<i>6,064</i>	<i>(566,889)</i>	<i>570,807</i>	<i>690,357</i>
LONG-TERM DEBT, less current maturities					
<i>Total liabilities</i>	<i>2,556,108</i>	<i>6,064</i>	<i>(566,889)</i>	<i>2,556,108</i>	<i>2,617,145</i>
NET ASSETS					
Unrestricted:					
Net investment in property and equipment	3,597,715	1,037,465	-	4,635,180	4,721,481
Undesignated	1,802,073	150,490	-	1,952,563	1,736,533
Board designated	198,019	6,149,681	-	6,347,700	4,915,407
<i>Total unrestricted net assets</i>	<i>5,597,807</i>	<i>7,337,636</i>	<i>-</i>	<i>12,935,443</i>	<i>11,373,421</i>
Temporarily restricted	61,904	2,215,119	-	2,277,023	2,267,087
Permanently restricted	2,297,512	672,645	-	2,970,157	2,750,427
<i>Total net assets</i>	<i>7,957,223</i>	<i>10,225,400</i>	<i>-</i>	<i>18,182,623</i>	<i>16,390,935</i>
<i>Total liabilities and net assets</i>	<i>\$ 11,644,963</i>	<i>\$ 10,231,464</i>	<i>\$ (566,889)</i>	<i>\$ 21,309,538</i>	<i>\$ 19,698,437</i>

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended June 30, 2014 and Comparative Totals for Year Ended June 30, 2013

	Spaulding Youth Center				Spaulding Youth Center Foundation, Inc.				2014	2013																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
Revenues, gains (losses) and other support:											Tuition income	\$ 10,438,695	\$ -	\$ -	\$ 10,438,695	\$ -	\$ -	\$ -	\$ -	\$ 10,438,695	\$ 9,481,497	Other student services	1,549,496	-	-	1,549,496	-	-	-	-	1,549,496	1,417,600	National school lunch reimbursement	96,413	-	-	96,413	-	-	-	-	96,413	92,828	ISO program	527,017	-	-	527,017	-	-	-	-	527,017	538,280	Management fee - Foundation	89,458	-	-	89,458	-	-	-	-	89,458	-	Interest and dividends	450	-	-	450	149,466	69,039	-	218,505	218,955	192,216	Change in split-interest value	-	-	-	-	(2,206)	-	-	(2,206)	(2,206)	(2,796)	Other income	56,302	-	-	56,302	69	-	-	69	56,371	15,782	Gain on disposal of assets	153	-	-	153	-	-	-	-	153	-	Net realized and unrealized gains, net of investment fees of \$49,056	-	-	-	-	473,029	281,184	-	754,213	754,213	409,875	Contributions received	119,912	73,155	-	193,067	192,504	36,523	-	269,247	323,172	749,471	Special events	-	-	-	-	-	-	-	-	-	28,851	Investment income from trusts	86,320	-	-	86,320	34	-	-	34	86,354	91,367	Total revenues, gains (losses) and other support	12,964,216	73,155	-	13,037,371	812,896	386,746	-	1,239,862	14,048,633	13,014,971	Net assets released from restrictions:											For satisfaction of restrictions from endowment income	-	-	-	-	39,307	(39,307)	-	-	-	-	For satisfaction of restrictions from Fund for Success	285,000	-	-	285,000	72,735	(285,000)	-	(285,000)	-	-	For satisfaction of program restrictions	52,923	(52,923)	-	-	(72,735)	(72,735)	-	-	-	-	Total net assets released from restrictions	337,923	(52,923)	-	285,000	112,042	(397,042)	-	(285,000)	-	-	Expenses:											Program services:											Residential program	4,429,250	-	-	4,429,250	-	-	-	-	4,429,250	4,697,887	Education program	4,252,325	-	-	4,252,325	-	-	-	-	4,252,325	3,527,437	Program support	1,383,036	-	-	1,383,036	-	-	-	-	1,383,036	1,447,428	ISO program	556,650	-	-	556,650	-	-	-	-	556,650	438,664	Contributions to Spaulding Youth Center	-	-	-	-	139,142	-	-	139,142	(139,142)	-	General and administrative	1,652,100	-	-	1,652,100	183,634	-	-	183,634	1,746,276	1,812,915	Fundraising and public relations	-	-	-	-	17,189	-	-	17,189	17,189	21,525	Bad debt expense	34,583	-	-	34,583	17,146	-	-	17,146	51,729	58,799	Total expenses	12,307,944	-	-	12,307,944	357,111	-	-	357,111	12,436,455	12,004,655	Other changes in net assets:											Transfer to Center unrestricted funds	80,792	-	-	80,792	(80,792)	-	-	(80,792)	-	-	Transfer to Center Board Designated funds	50,000	-	-	50,000	(50,000)	-	-	(50,000)	-	-	Transfer to Fund for Advancement	(864,987)	-	-	(864,987)	864,987	-	-	864,987	-	-	Increase in value of beneficial interests in trusts	-	-	-	-	-	-	-	-	-	-		(734,195)	-	-	(734,195)	734,195	-	-	734,195	-	143,821	Increase in unrestricted net assets	260,000	-	-	260,000	1,302,022	-	-	1,302,022	1,562,022	516,102	Increase (decrease) in temporarily restricted net assets	-	20,232	-	20,232	-	(10,296)	-	(10,296)	9,936	494,214	Increase in permanently restricted net assets	-	-	179,510	179,510	-	-	40,220	40,220	219,730	143,821	Increase (decrease) in net assets	260,000	20,232	179,510	459,742	1,302,022	(10,296)	40,220	1,331,946	1,791,688	1,154,137	Net assets, beginning of year	5,337,807	41,672	2,118,002	7,497,481	6,035,614	2,225,415	632,425	8,893,454	16,390,935	15,236,798	Net assets, end of year	\$ 5,597,807	\$ 61,904	\$ 2,297,512	\$ 7,957,223	\$ 7,337,636	\$ 2,215,119	\$ 672,645	\$ 10,225,400	\$ 18,182,623	\$ 16,390,935
Tuition income	\$ 10,438,695	\$ -	\$ -	\$ 10,438,695	\$ -	\$ -	\$ -	\$ -	\$ 10,438,695	\$ 9,481,497																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Other student services	1,549,496	-	-	1,549,496	-	-	-	-	1,549,496	1,417,600																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
National school lunch reimbursement	96,413	-	-	96,413	-	-	-	-	96,413	92,828																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
ISO program	527,017	-	-	527,017	-	-	-	-	527,017	538,280																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Management fee - Foundation	89,458	-	-	89,458	-	-	-	-	89,458	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Interest and dividends	450	-	-	450	149,466	69,039	-	218,505	218,955	192,216																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Change in split-interest value	-	-	-	-	(2,206)	-	-	(2,206)	(2,206)	(2,796)																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Other income	56,302	-	-	56,302	69	-	-	69	56,371	15,782																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Gain on disposal of assets	153	-	-	153	-	-	-	-	153	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Net realized and unrealized gains, net of investment fees of \$49,056	-	-	-	-	473,029	281,184	-	754,213	754,213	409,875																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Contributions received	119,912	73,155	-	193,067	192,504	36,523	-	269,247	323,172	749,471																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Special events	-	-	-	-	-	-	-	-	-	28,851																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Investment income from trusts	86,320	-	-	86,320	34	-	-	34	86,354	91,367																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Total revenues, gains (losses) and other support	12,964,216	73,155	-	13,037,371	812,896	386,746	-	1,239,862	14,048,633	13,014,971																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Net assets released from restrictions:											For satisfaction of restrictions from endowment income	-	-	-	-	39,307	(39,307)	-	-	-	-	For satisfaction of restrictions from Fund for Success	285,000	-	-	285,000	72,735	(285,000)	-	(285,000)	-	-	For satisfaction of program restrictions	52,923	(52,923)	-	-	(72,735)	(72,735)	-	-	-	-	Total net assets released from restrictions	337,923	(52,923)	-	285,000	112,042	(397,042)	-	(285,000)	-	-	Expenses:											Program services:											Residential program	4,429,250	-	-	4,429,250	-	-	-	-	4,429,250	4,697,887	Education program	4,252,325	-	-	4,252,325	-	-	-	-	4,252,325	3,527,437	Program support	1,383,036	-	-	1,383,036	-	-	-	-	1,383,036	1,447,428	ISO program	556,650	-	-	556,650	-	-	-	-	556,650	438,664	Contributions to Spaulding Youth Center	-	-	-	-	139,142	-	-	139,142	(139,142)	-	General and administrative	1,652,100	-	-	1,652,100	183,634	-	-	183,634	1,746,276	1,812,915	Fundraising and public relations	-	-	-	-	17,189	-	-	17,189	17,189	21,525	Bad debt expense	34,583	-	-	34,583	17,146	-	-	17,146	51,729	58,799	Total expenses	12,307,944	-	-	12,307,944	357,111	-	-	357,111	12,436,455	12,004,655	Other changes in net assets:											Transfer to Center unrestricted funds	80,792	-	-	80,792	(80,792)	-	-	(80,792)	-	-	Transfer to Center Board Designated funds	50,000	-	-	50,000	(50,000)	-	-	(50,000)	-	-	Transfer to Fund for Advancement	(864,987)	-	-	(864,987)	864,987	-	-	864,987	-	-	Increase in value of beneficial interests in trusts	-	-	-	-	-	-	-	-	-	-		(734,195)	-	-	(734,195)	734,195	-	-	734,195	-	143,821	Increase in unrestricted net assets	260,000	-	-	260,000	1,302,022	-	-	1,302,022	1,562,022	516,102	Increase (decrease) in temporarily restricted net assets	-	20,232	-	20,232	-	(10,296)	-	(10,296)	9,936	494,214	Increase in permanently restricted net assets	-	-	179,510	179,510	-	-	40,220	40,220	219,730	143,821	Increase (decrease) in net assets	260,000	20,232	179,510	459,742	1,302,022	(10,296)	40,220	1,331,946	1,791,688	1,154,137	Net assets, beginning of year	5,337,807	41,672	2,118,002	7,497,481	6,035,614	2,225,415	632,425	8,893,454	16,390,935	15,236,798	Net assets, end of year	\$ 5,597,807	\$ 61,904	\$ 2,297,512	\$ 7,957,223	\$ 7,337,636	\$ 2,215,119	\$ 672,645	\$ 10,225,400	\$ 18,182,623	\$ 16,390,935																																																																																																																																																																					
For satisfaction of restrictions from endowment income	-	-	-	-	39,307	(39,307)	-	-	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
For satisfaction of restrictions from Fund for Success	285,000	-	-	285,000	72,735	(285,000)	-	(285,000)	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
For satisfaction of program restrictions	52,923	(52,923)	-	-	(72,735)	(72,735)	-	-	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Total net assets released from restrictions	337,923	(52,923)	-	285,000	112,042	(397,042)	-	(285,000)	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Expenses:											Program services:											Residential program	4,429,250	-	-	4,429,250	-	-	-	-	4,429,250	4,697,887	Education program	4,252,325	-	-	4,252,325	-	-	-	-	4,252,325	3,527,437	Program support	1,383,036	-	-	1,383,036	-	-	-	-	1,383,036	1,447,428	ISO program	556,650	-	-	556,650	-	-	-	-	556,650	438,664	Contributions to Spaulding Youth Center	-	-	-	-	139,142	-	-	139,142	(139,142)	-	General and administrative	1,652,100	-	-	1,652,100	183,634	-	-	183,634	1,746,276	1,812,915	Fundraising and public relations	-	-	-	-	17,189	-	-	17,189	17,189	21,525	Bad debt expense	34,583	-	-	34,583	17,146	-	-	17,146	51,729	58,799	Total expenses	12,307,944	-	-	12,307,944	357,111	-	-	357,111	12,436,455	12,004,655	Other changes in net assets:											Transfer to Center unrestricted funds	80,792	-	-	80,792	(80,792)	-	-	(80,792)	-	-	Transfer to Center Board Designated funds	50,000	-	-	50,000	(50,000)	-	-	(50,000)	-	-	Transfer to Fund for Advancement	(864,987)	-	-	(864,987)	864,987	-	-	864,987	-	-	Increase in value of beneficial interests in trusts	-	-	-	-	-	-	-	-	-	-		(734,195)	-	-	(734,195)	734,195	-	-	734,195	-	143,821	Increase in unrestricted net assets	260,000	-	-	260,000	1,302,022	-	-	1,302,022	1,562,022	516,102	Increase (decrease) in temporarily restricted net assets	-	20,232	-	20,232	-	(10,296)	-	(10,296)	9,936	494,214	Increase in permanently restricted net assets	-	-	179,510	179,510	-	-	40,220	40,220	219,730	143,821	Increase (decrease) in net assets	260,000	20,232	179,510	459,742	1,302,022	(10,296)	40,220	1,331,946	1,791,688	1,154,137	Net assets, beginning of year	5,337,807	41,672	2,118,002	7,497,481	6,035,614	2,225,415	632,425	8,893,454	16,390,935	15,236,798	Net assets, end of year	\$ 5,597,807	\$ 61,904	\$ 2,297,512	\$ 7,957,223	\$ 7,337,636	\$ 2,215,119	\$ 672,645	\$ 10,225,400	\$ 18,182,623	\$ 16,390,935																																																																																																																																																																																																																												
Program services:											Residential program	4,429,250	-	-	4,429,250	-	-	-	-	4,429,250	4,697,887	Education program	4,252,325	-	-	4,252,325	-	-	-	-	4,252,325	3,527,437	Program support	1,383,036	-	-	1,383,036	-	-	-	-	1,383,036	1,447,428	ISO program	556,650	-	-	556,650	-	-	-	-	556,650	438,664	Contributions to Spaulding Youth Center	-	-	-	-	139,142	-	-	139,142	(139,142)	-	General and administrative	1,652,100	-	-	1,652,100	183,634	-	-	183,634	1,746,276	1,812,915	Fundraising and public relations	-	-	-	-	17,189	-	-	17,189	17,189	21,525	Bad debt expense	34,583	-	-	34,583	17,146	-	-	17,146	51,729	58,799	Total expenses	12,307,944	-	-	12,307,944	357,111	-	-	357,111	12,436,455	12,004,655	Other changes in net assets:											Transfer to Center unrestricted funds	80,792	-	-	80,792	(80,792)	-	-	(80,792)	-	-	Transfer to Center Board Designated funds	50,000	-	-	50,000	(50,000)	-	-	(50,000)	-	-	Transfer to Fund for Advancement	(864,987)	-	-	(864,987)	864,987	-	-	864,987	-	-	Increase in value of beneficial interests in trusts	-	-	-	-	-	-	-	-	-	-		(734,195)	-	-	(734,195)	734,195	-	-	734,195	-	143,821	Increase in unrestricted net assets	260,000	-	-	260,000	1,302,022	-	-	1,302,022	1,562,022	516,102	Increase (decrease) in temporarily restricted net assets	-	20,232	-	20,232	-	(10,296)	-	(10,296)	9,936	494,214	Increase in permanently restricted net assets	-	-	179,510	179,510	-	-	40,220	40,220	219,730	143,821	Increase (decrease) in net assets	260,000	20,232	179,510	459,742	1,302,022	(10,296)	40,220	1,331,946	1,791,688	1,154,137	Net assets, beginning of year	5,337,807	41,672	2,118,002	7,497,481	6,035,614	2,225,415	632,425	8,893,454	16,390,935	15,236,798	Net assets, end of year	\$ 5,597,807	\$ 61,904	\$ 2,297,512	\$ 7,957,223	\$ 7,337,636	\$ 2,215,119	\$ 672,645	\$ 10,225,400	\$ 18,182,623	\$ 16,390,935																																																																																																																																																																																																																																							
Residential program	4,429,250	-	-	4,429,250	-	-	-	-	4,429,250	4,697,887																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Education program	4,252,325	-	-	4,252,325	-	-	-	-	4,252,325	3,527,437																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Program support	1,383,036	-	-	1,383,036	-	-	-	-	1,383,036	1,447,428																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
ISO program	556,650	-	-	556,650	-	-	-	-	556,650	438,664																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Contributions to Spaulding Youth Center	-	-	-	-	139,142	-	-	139,142	(139,142)	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
General and administrative	1,652,100	-	-	1,652,100	183,634	-	-	183,634	1,746,276	1,812,915																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Fundraising and public relations	-	-	-	-	17,189	-	-	17,189	17,189	21,525																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Bad debt expense	34,583	-	-	34,583	17,146	-	-	17,146	51,729	58,799																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Total expenses	12,307,944	-	-	12,307,944	357,111	-	-	357,111	12,436,455	12,004,655																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Other changes in net assets:											Transfer to Center unrestricted funds	80,792	-	-	80,792	(80,792)	-	-	(80,792)	-	-	Transfer to Center Board Designated funds	50,000	-	-	50,000	(50,000)	-	-	(50,000)	-	-	Transfer to Fund for Advancement	(864,987)	-	-	(864,987)	864,987	-	-	864,987	-	-	Increase in value of beneficial interests in trusts	-	-	-	-	-	-	-	-	-	-		(734,195)	-	-	(734,195)	734,195	-	-	734,195	-	143,821	Increase in unrestricted net assets	260,000	-	-	260,000	1,302,022	-	-	1,302,022	1,562,022	516,102	Increase (decrease) in temporarily restricted net assets	-	20,232	-	20,232	-	(10,296)	-	(10,296)	9,936	494,214	Increase in permanently restricted net assets	-	-	179,510	179,510	-	-	40,220	40,220	219,730	143,821	Increase (decrease) in net assets	260,000	20,232	179,510	459,742	1,302,022	(10,296)	40,220	1,331,946	1,791,688	1,154,137	Net assets, beginning of year	5,337,807	41,672	2,118,002	7,497,481	6,035,614	2,225,415	632,425	8,893,454	16,390,935	15,236,798	Net assets, end of year	\$ 5,597,807	\$ 61,904	\$ 2,297,512	\$ 7,957,223	\$ 7,337,636	\$ 2,215,119	\$ 672,645	\$ 10,225,400	\$ 18,182,623	\$ 16,390,935																																																																																																																																																																																																																																																																																																																																																					
Transfer to Center unrestricted funds	80,792	-	-	80,792	(80,792)	-	-	(80,792)	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Transfer to Center Board Designated funds	50,000	-	-	50,000	(50,000)	-	-	(50,000)	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Transfer to Fund for Advancement	(864,987)	-	-	(864,987)	864,987	-	-	864,987	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Increase in value of beneficial interests in trusts	-	-	-	-	-	-	-	-	-	-																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	(734,195)	-	-	(734,195)	734,195	-	-	734,195	-	143,821																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Increase in unrestricted net assets	260,000	-	-	260,000	1,302,022	-	-	1,302,022	1,562,022	516,102																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Increase (decrease) in temporarily restricted net assets	-	20,232	-	20,232	-	(10,296)	-	(10,296)	9,936	494,214																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Increase in permanently restricted net assets	-	-	179,510	179,510	-	-	40,220	40,220	219,730	143,821																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Increase (decrease) in net assets	260,000	20,232	179,510	459,742	1,302,022	(10,296)	40,220	1,331,946	1,791,688	1,154,137																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Net assets, beginning of year	5,337,807	41,672	2,118,002	7,497,481	6,035,614	2,225,415	632,425	8,893,454	16,390,935	15,236,798																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
Net assets, end of year	\$ 5,597,807	\$ 61,904	\$ 2,297,512	\$ 7,957,223	\$ 7,337,636	\$ 2,215,119	\$ 672,645	\$ 10,225,400	\$ 18,182,623	\$ 16,390,935																																																																																																																																																																																																																																																																																																																																																																																																																																																																														

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2014 and Comparative Totals for Year Ended June 30, 2013

	Spaulding Youth Center					Spaulding Youth Center Foundation, Inc.			
	General and Administrative	Residential Program	Education Program	Program Support	ISO Program	Totals	Eliminations	Consolidated	Consolidated
Personal expenses:									
Salaries and wages	\$ 862,820	\$ 1,805,477	\$ 1,530,891	\$ 936,747	\$ 256,287	\$ 5,392,222	\$ -	\$ 5,392,222	\$ 5,305,485
Overtime wages	1,555	421,617	147,433	4,352	2,380	577,337	-	577,337	602,499
Foundation management fee	86,751	-	-	-	-	86,751	(89,458)	-	120,610
One-to-one aide services	-	502,134	788,494	-	-	1,290,628	-	1,290,628	1,117,588
Employee benefits	226,937	707,914	427,008	193,949	60,222	1,616,030	-	1,616,030	1,438,990
FICA expense	61,481	164,190	122,870	71,074	18,562	438,177	-	438,177	430,700
Workers' compensation insurance	14,486	142,202	126,001	6,511	1,182	290,382	-	290,382	300,224
Other personal expense	22,869	8,385	9,635	-	280	41,169	-	41,169	32,366
Employee recruitment	2,100	-	-	-	-	2,100	-	2,100	1,700
Total personal expenses	1,278,999	3,751,919	3,152,332	1,212,633	338,913	9,734,796	(89,458)	9,734,796	9,350,162
Program expenses:									
Client treatment services	-	1,347	110,275	96,506	184,472	392,600	-	392,600	362,014
Building/household supplies	-	87,451	8,364	-	-	95,815	-	95,815	89,264
Educational supplies	-	7,379	43,841	105	-	51,325	-	51,325	40,155
Food expense	-	87,360	131,087	-	15,136	233,583	-	233,583	210,294
Medical supplies	-	-	-	9,388	-	9,388	-	9,388	12,442
Clothing	-	13,405	-	-	1,295	14,700	-	14,700	17,993
Client and staff transportation	-	2,186	3,318	39,054	5,812	50,370	-	50,370	18,563
Student program funds	-	24,458	-	-	192	24,650	-	24,650	24,140
Student activities	-	1,874	12,922	-	-	14,796	-	14,796	9,291
Total program expenses	-	225,460	309,807	145,033	206,907	887,227	-	887,227	784,156
Operating expenses:									
Accounting and auditing fees	37,104	-	-	-	-	37,104	13,050	-	50,154
Legal fees	6,511	-	-	-	-	6,511	75	-	6,586
Other professional services	43,868	-	-	-	-	43,868	-	-	23,978
Staff development	7,428	3,360	18,372	4,976	697	34,833	836	-	46,375
Office and computer supplies	20,429	1,143	2,964	2,269	466	27,271	-	-	35,669
Printing	-	-	-	-	-	-	15,682	-	15,682
Equipment maintenance and repairs	3,639	36,043	43,120	-	864	83,666	3,386	-	87,052
Telecommunications	10,576	-	-	-	-	10,576	-	-	10,576
Postage and shipping	6,754	-	-	-	-	6,754	2,091	-	8,845
Vehicle lease, maintenance and repairs	575	18,507	27,196	-	3,207	49,485	-	-	54,846
Property and liability insurance	51,310	6,257	9,389	-	1,084	68,040	3,086	-	71,126
Memberships	2,093	-	827	-	-	2,920	175	-	3,095
Interest expense	-	-	107,677	-	-	107,677	-	-	110,418
Equipment and furnishings	3,765	4,903	4,256	2,474	36	15,434	139	-	15,573
Public relations and communications	-	-	-	-	-	-	-	-	1,440
Annual meeting	1,025	-	-	-	-	1,025	-	-	2,213
Board retreat	5,250	-	-	-	-	5,250	1,883	-	7,103
Bank fees - credit card account	-	-	-	-	-	-	2,543	-	2,623
Staff travel	-	-	-	-	-	-	91	-	178
Food	-	-	-	-	-	-	-	-	525
Total operating expenses	200,327	70,213	213,801	9,719	6,354	500,414	43,007	543,421	532,368

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
 Year Ended June 30, 2014 and Comparative Totals for Year Ended June 30, 2013

	Spaulding Youth Center						Spaulding Youth Center Foundation, Inc.			2014		2013
	General and Administrative	Residential Program	Education Program	Program Support	ISO Program	Totals	Eliminations	Consolidated	Consolidated	Consolidated	Consolidated	
Occupancy expenses:												
Heating costs	-	66,688	100,031	-	-	166,719	-	166,719	-	142,970	-	
Other utilities	-	39,928	59,484	-	-	99,412	-	99,412	-	103,487	-	
Maintenance and repairs	-	46,255	69,382	-	-	115,637	-	115,637	-	102,058	-	
Property taxes	-	17,038	25,565	-	2,952	45,555	-	47,894	-	50,022	-	
Other occupancy costs	19,630	99,340	58,828	15,631	1,524	194,953	-	194,953	-	219,084	-	
Total occupancy expenses	19,630	269,249	313,290	15,631	4,476	622,276	-	624,615	-	617,621	-	
Other expenses:												
Depreciation	70,960	112,409	263,095	-	-	446,464	-	480,141	-	493,123	-	
Capital campaign expenses	-	-	-	-	-	-	-	21,586	-	9,580	-	
Marketing expenses	-	-	-	-	-	-	-	7,582	-	-	-	
Contributions	82,184	-	-	-	-	82,184	-	82,184	-	148,732	-	
Other expenses	-	-	-	-	-	-	-	1,667	-	1,667	-	
Special events	-	-	-	-	-	-	-	1,507	-	9,536	-	
Support of Center programs	-	-	-	-	-	-	-	139,142	(139,142)	-	-	
Pooled life account distributions	-	-	-	-	-	-	-	-	-	-	-	
Total other expenses	153,144	112,409	263,095	-	-	528,648	-	594,667	(139,142)	661,549	578	
Totals	\$ 1,652,100	\$ 4,429,250	\$ 4,252,325	\$ 1,383,036	\$ 556,650	\$ 12,273,361	\$ 339,965	\$ 12,384,726	\$ (228,600)	\$ 11,945,856		

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.
 CONSOLIDATING STATEMENT OF CASH FLOWS
 Year Ended June 30, 2014 and Comparative Totals for Year Ended June 30, 2013

	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	Consolidated 2014	Consolidated 2013
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase in net assets	\$ 459,742	\$ 1,331,946	\$ -	\$ 1,791,688	\$ 1,154,137
Adjustments to reconcile increase in net assets to net cash provided by operating activities:					
Depreciation	446,464	33,677	-	480,141	493,123
Amortization of charitable gift annuities	-	434	-	434	434
Gain on disposal of fixed assets	(153)	-	-	(153)	-
Net realized and unrealized gain on investments	-	(754,213)	-	(754,213)	(409,875)
Bad debt expense	34,583	17,146	-	51,729	58,799
Increase in gifts restricted for capital campaign	-	(160,744)	-	(160,744)	(76,415)
Increase in beneficial interests in trusts	(179,510)	-	-	(179,510)	(143,821)
(Increase) decrease in accounts receivable	304,867	-	-	304,867	(131,022)
Change in due to Spaulding Youth Center	8,360	(566,889)	558,529	-	-
Decrease in contributions receivable	-	147,838	-	147,838	242,539
(Increase) decrease in prepaid expenses and food inventory	(20,772)	(14)	-	(20,786)	18,897
Increase (decrease) in accounts payable	86,180	2,583	-	88,763	(49,803)
Change in due from Spaulding Youth Center Foundation, Inc.	566,889	(8,360)	(558,529)	-	-
Increase (decrease) in accrued expenses	(217,849)	-	-	(217,849)	25,281
<i>Net cash provided by operating activities</i>	1,488,801	43,404	-	1,532,205	492,274
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchase of property and equipment	(317,262)	(3,225)	-	(320,487)	(417,549)
Proceeds from sale of property and equipment	-	8,820,538	-	8,820,538	9,500
Proceeds from sale of investments	-	(9,105,761)	-	(9,105,761)	2,836,311
Purchase of investments	-	(288,448)	-	(288,448)	(4,311,123)
<i>Net cash used in investing activities</i>	(317,262)	(288,448)	-	(605,710)	(1,882,861)
CASH FLOWS FROM FINANCING ACTIVITIES					
Principal payments on long-term debt	(73,200)	-	-	(73,200)	(66,369)
Proceeds from gifts restricted for capital campaign	-	160,744	-	160,744	766,415
Payments on charitable gift annuities	-	(1,035)	-	(1,035)	(1,380)
<i>Net cash provided by (used in) financing activities</i>	(73,200)	159,709	-	86,509	698,666
<i>Net increase (decrease) in cash</i>	1,098,339	(85,335)	-	1,013,004	(691,921)
Cash, beginning of year	854,385	240,999	-	1,095,384	1,787,305
<i>Cash, end of year</i>	\$ 1,952,724	\$ 155,664	\$ -	\$ 2,108,388	\$ 1,095,384
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION					
Cash payments for:					
Interest expense	\$ 108,252	\$ -	\$ -	\$ 108,252	\$ 110,418
Vehicle and equipment direct financing	\$ 22,300	\$ -	\$ -	\$ 22,300	\$ -

See Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities

Spaulding Youth Center ("the Center") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. The Center was established to provide high-quality therapeutic, educational, residential and foster care services for children with emotional and behavioral challenges and children with autism or other neurological impairments. The Center also provides training to families and professional staff focusing on children's behavioral, emotional and educational challenges. The Center was created as a result of the merger of the NH Orphans' Home, the Daniel Webster Home, and the Golden Rule Farm on November 6, 1958.

The Spaulding Youth Center Foundation, Inc. ("the Foundation") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. It is not classified as a private foundation by the Internal Revenue Service. The Foundation was formed in a court-approved reorganization of the Spaulding Youth Center, whereby certain assets of the Center, including the endowment funds, were transferred to the Foundation for administration effective March 31, 1989. The Foundation also assumed the fundraising functions of the Center.

Note 2. Significant Accounting Policies

Principles of Consolidation: The consolidated financial statements include the accounts of the Center and the Foundation, collectively referred to as "the Organization." The Center and the Foundation share common members of their Boards and are, therefore, under common control. All material inter-organizational transactions have been eliminated in the consolidation.

Basis of accounting: The consolidated financial statements of the Organization are prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: Management uses estimates and assumptions, such as fair value of contributions receivable, useful lives of property and equipment and allowance for doubtful accounts in preparing financial statements. Those estimates and assumptions affect the recorded amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the recorded revenues and expenses. Accordingly, actual results may differ from those estimates.

Basis of presentation: The Organization accounts for contributions received in accordance with the FASB Accounting Standards Codification topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give be recorded as receivables and recognized as revenues.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Organization adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

Unrestricted net assets include revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions or time restrictions. Unrestricted net assets also include amounts designated by the Board of Trustees and Directors for future special purposes.

Temporarily restricted net assets include gifts and contributions receivable for which time and donor-imposed restrictions have not yet been met and also include the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions.

Cash and cash equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2014.

Accounts receivable: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on their assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to accounts receivable.

Fair value option: GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The Organization has elected the fair value option for contributions receivable.

Contributions receivable: Unconditional contributions receivable are reported at net realizable value if at the time the promise is made payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value initially and in subsequent periods because the Organization elected the fair value option in accordance with generally accepted accounting principles. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Contributions: Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Beneficial interests in trusts: Beneficial interests in trusts are carried at the fair value of the expected future distributions from irrevocable perpetual trusts controlled by trustees not related to the Organization.

Donated services: Volunteers have donated their time to the Center and its programs; however, these donated services are not reflected in the financial statements since these services do not meet the criteria for recognition as contributed services.

Inventories: Inventories consist of food inventory and are valued at the lower of cost on the first-in, first-out basis, or market.

Property and equipment: Property and equipment are recorded at cost if purchased or at fair value on the date of gift if donated. Donated assets are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Property and equipment are being depreciated using the straight-line method over estimated useful lives as follows:

	Years
Buildings and improvements	5-50
Vehicles and equipment	3-15
Furniture and fixtures	3-7

The Organization's policy is to capitalize asset acquisitions in excess of \$5,000. Lesser amounts are generally expensed. All depreciation taken on property and equipment is recorded as unrestricted operating expense.

Income taxes: The Center and Foundation are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Center and Foundation are also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization has adopted the provisions of FASB Interpretation No.48, Accounting for Uncertainty in Income Taxes (FASB ASC 740). Accordingly, management has evaluated the Organization's tax positions and concluded the Organization had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2010.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Expense allocation: All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by the New Hampshire Department of Education and the Division of Children, Youth and Families, to which these statements and other financial documents are submitted by the Center.

Functional allocation of expenses: The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Comparative financial information: The financial statement includes certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2013, from which the summarized information was derived.

Advertising costs: The Organization expenses all advertising costs as incurred. Advertising and recruitment expense amounted to \$2,100 for the year ended June 30, 2014.

Note 3. Concentrations

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division of Children, Youth and Families, in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. In addition, the Center receives support from similar governmental agencies in other states. It is reasonably possible that in the near-term these arrangements could cease, by action of legislation, which would cause a severe impact on the Center and its ability to continue operations in the present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near-term.

The Organization maintains cash accounts in multiple financial institutions. The Organization's cash accounts are insured up to \$250,000 per depositor at each financial institution. There were no amounts in excess of these federally insured limits as of June 30, 2014. Not included in these amounts is a portion of the Organization's cash balances invested in a repurchase agreement which is not insured by the FDIC. The repurchase agreement is an obligation of the Bank and the underlying federal security serves as collateral. Shares of pooled U.S. Government-backed securities pledged as collateral totaled approximately \$2,007,000 at June 30, 2014.

Note 4. Contributions receivable

Unconditional promises to give are included in the financial statements as contributions receivable and revenue of the appropriate net asset category. Contributions expected to be received beyond one year are recognized at fair value using present value techniques and a discount rate of 3%.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

	Contributions receivable	Capital campaign contributions receivable
In one year or less	\$ 14,525	\$ 196,660
Between one year and five years	3,000	192,266
Less: allowance for doubtful accounts	-	(30,000)
Less: present value discount	(200)	(13,306)
<i>Total</i>	<u>\$ 17,325</u>	<u>\$ 345,620</u>

Note 5. Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values, based upon quoted market prices or estimated fair value provided by external managers, in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying consolidating statement of activities and changes in net assets.

The following summarizes investment return for the year ended June 30, 2014:

	Unrestricted	Temporarily Restricted	Total
Interest and dividends	\$ 149,916	\$ 69,039	\$ 218,955
Realized and unrealized gains	516,162	287,107	803,269
Investment fees	(43,133)	(5,923)	(49,056)
	<u>\$ 622,945</u>	<u>\$ 350,223</u>	<u>\$ 973,168</u>

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

As of June 30, 2014, the Foundation had signed contracts with two donors which created charitable gift annuities that are being administered by the Foundation. The donors retain the power to revoke the annuity payments. The Foundation's obligation under the agreements terminates upon the death of the last beneficiary unless sooner terminated by the donor. Based on the donors' and beneficiaries' life expectancies and the discount rates, the amortized gift annuity liability of the Foundation was estimated to be \$2,777 as of June 30, 2014. During the year ended June 30, 2014, the Foundation amortized \$434 of the discount on the estimated present values of the future payments.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 6. Beneficial Interests in Trusts

The Center is the beneficiary of several irrevocable perpetual trusts managed by local, independent financial institutions. The Center receives distributions from seven trusts based on the income earned and annual distributions made by the trust. The Center received \$86,320 from these trusts during the year ended June 30, 2014. This amount is recorded as unrestricted investment income.

The Center's portion of the fair value of these trusts, which approximates the present value of future benefits expected to be received, amounted to \$2,297,512 at June 30, 2014. In accordance with FASB ASC 958-605, *Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others*, the Center has recorded the change in value of these investments on the statement of activities and changes in net assets. The increase in value of beneficial interests in trusts during the year ended June 30, 2014 amounted to \$179,510.

Note 7. Net Assets

Designated and temporarily restricted net assets at June 30, 2014 consisted of gifts, contributions receivable, other unexpended revenues, and investment gains available for the following purposes:

Board-designated endowment funds	\$ 4,872,420
Emergency needs	1,277,261
Admissions	50,000
Marketing assessment	45,759
New school improvements	31,232
Miscellaneous	71,028
<i>Total designated net assets</i>	<u>\$ 6,347,700</u>
Christmas gifts	\$ 975
Art supplies	10,509
School store	1,355
Miscellaneous	49,065
Contributions receivable	362,945
Capital campaign project	1,339,793
Portion of perpetual endowment funds subject to time restriction under UPMIFA	512,381
<i>Total temporarily restricted net assets</i>	<u>\$ 2,277,023</u>

Permanently restricted net assets consist of the following at June 30, 2014:

Beneficial interests in trusts	\$ 2,297,512
Endowment original value of gifts primarily for general operating support, outdoor and agricultural education, and art programs	672,645
	<u>\$ 2,970,157</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 8. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 - inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Organization has valued its investments, listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 - inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments. Financial assets and liabilities carried at fair value on a recurring basis consist of the following at June 30, 2014:

	Level 1	Level 2	Level 3
Cash and Money Market Funds	\$ 503,696	\$ -	-
Repurchase agreement	-	1,943,525	-
Equities:			
U.S Large Cap	13,756	-	-
International	410,906	-	-
Consumer discretionary	287,414	-	-
Consumer staples	462,898	-	-
Energy	588,795	-	-
Financials	646,264	-	-
Health care	477,412	-	-
Industrials	566,793	-	-
Information technology	787,919	-	-
Materials	218,948	-	-
Telecommunications	190,229	-	-
Utilities	288,368	-	-
Other equities	106,667	-	-

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

	Level 1	Level 2	Level 3
Fixed Income:			
U.S. Treasury	908,469	-	-
Corporate bonds	1,084,317	-	-
International	82,428	-	-
Mortgage-backed securities	-	348,792	-
Inflation hedging	131,974	-	-
Contributions receivable	-	-	362,945
Beneficial interests in trusts	-	-	2,297,512
<i>Total</i>	<u>\$ 7,757,253</u>	<u>\$ 2,292,317</u>	<u>\$ 2,660,457</u>

The following table presents the change in Level 3 instruments for the year ended June 30, 2014:

	Contributions receivable	Beneficial interest in pooled income fund	Beneficial interests in trusts
Balance, beginning of year	\$ 527,929	\$ 34,709	\$ 2,118,002
New contributions receivable	15,525	-	-
Contribution payments and write-offs	(193,390)	-	-
Changes to discount and allowance	12,881	-	-
Purchases, issuance, and settlements	-	(34,723)	-
Investment income	-	14	-
Total realized and unrealized gains, included in changes in net assets	-	-	179,510
Balance, end of year	<u>\$ 362,945</u>	<u>\$ -</u>	<u>\$ 2,297,512</u>

	Contributions Receivable	Beneficial interest in pooled income fund	Beneficial interests in trusts
Amount of unrealized gains relating to assets still held at the reporting date, included in changes in net assets	\$ 12,881	\$ -	\$ 179,510

Amount of unrealized gains relating to assets
still held at the reporting date, included in
changes in net assets

<u>\$ 12,881</u>	<u>\$ -</u>	<u>\$ 179,510</u>
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The Organization has elected the fair value option for recording long-term contributions receivable. As a result of this election, contributions receivable are reported at fair value initially and in subsequent periods. This option simplifies the recordkeeping aspect of accounting for contributions receivable by eliminating the requirement to amortize the resulting discount.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The fair value of the beneficial interests in trusts is determined by calculating the present value of future distributions expected to be received, which approximates the market value of the trusts' assets at June 30, 2014.

Note 9. Endowment Funds and Net Assets

The Foundation adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205-45). FASB ASC 958-205-45 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). FASB ASC 958-205-45 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Foundation has adopted FASB ASC 958-205-45 for the year ending June 30, 2010. The Foundation's endowment is comprised of approximately seven named funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Foundation has interpreted UPMIFA as allowing the Foundation to appropriate for expenditure or accumulate so much of an endowment fund as the Foundation determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed in UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Foundation, and (7) the investment policies of the Foundation.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Foundation to retain as a fund of perpetual duration. In accordance with GAAP, deficiencies of this nature are reported in unrestricted net assets. These deficiencies result from unfavorable market fluctuations that occurred after the investment of new permanently restricted contributions and continued appropriation for certain programs that was deemed prudent by the Board of Directors. There were no such deficiencies at June 30, 2014.

Investment Return Objectives, Risk Parameters and Strategies: The Foundation has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of approximately 5% while growing the funds if possible. Therefore, the Foundation expects its endowment assets, over the long term, to produce an average rate of return of 3% over the generally followed Consumer Price Index while prioritizing preservation of the capital in real terms and displaying strong risk management. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy: The Foundation has adopted a written spending policy of appropriating for distribution each year 5% of its endowment fund's average fair value of the prior 20 quarters through the year preceding the fiscal year in which the distribution is planned. In establishing this policy, the Foundation considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation. The Foundation expects the current spending policy to allow its endowment funds to grow at a nominal average rate of approximately 3% annually, which is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2014 is as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 512,381	\$ 660,573	\$ 1,172,954
Board-designated endowment funds	4,884,492	-	-	4,884,492
	<u>\$ 4,884,492</u>	<u>\$ 512,381</u>	<u>\$ 660,573</u>	<u>\$ 6,057,446</u>

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Changes in endowment net assets as of June 30, 2014 are as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	\$ 4,474,641	\$ 369,045	\$ 632,425	\$ 5,476,111
Investment return net of fees:				
Investment income	135,749	30,630	-	166,379
Net realized and unrealized gains, net of fees \$49,056	436,184	152,013	-	588,197
Total investment return	571,933	182,643	-	754,576
Contributions	12,118	-	28,148	40,266
Appropriation of endowment assets for expenditure	(174,200)	(39,307)	-	(213,507)
Endowment net assets, end of year	<u>\$ 4,884,492</u>	<u>\$ 512,381</u>	<u>\$ 660,573</u>	<u>\$ 6,057,446</u>

Note 10. Line-of-Credit, Long-Term Debt, and Pledged Assets

The Center has a \$1,000,000 revolving line-of-credit agreement with interest at the *Wall Street Journal* prime rate plus 1.5% (4.75% at June 30, 2014), with a floor rate of 4.75%, secured by all accounts receivable, demand deposits, cash collateral, contracts and contract rights, the second mortgage on the property located at 130 Shedd Road, and other amounts that might become owed to the Center during its normal course of operations. This line-of-credit is also guaranteed by the Foundation and requires the Center to maintain a minimum debt service covered ratio of 1.20. This line-of-credit has an annual renewal date of February 3. As of June 30, 2014, the Center did not have an outstanding balance on this line-of-credit.

Long-term debt at June 30, 2014 consists of the following:

Note payable, bank, secured by vehicle, interest at 4.75%, requiring monthly principal and interest payments of \$666, due November 2016	\$ 18,209
Note payable, bank, secured by first mortgage on 130 Shedd Rd., interest at 4%, requiring monthly principal and interest payments of \$14,732, due February 2037	2,617,150
	<u>2,635,359</u>
Portion payable within one year	79,251
<i>Total long-term debt</i>	<u>\$ 2,556,108</u>

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The carrying amount reported in the consolidating statement of financial position approximates fair value because the Center can obtain similar loans at the same terms.

The following is a summary of the principal payments due on long-term debt:

<u>Year Ending June 30,</u>	
2015	\$ 79,251
2016	82,301
2017	81,320
2018	81,252
2019	84,609
Thereafter	2,226,626
<i>Total</i>	<u>\$ 2,635,359</u>

Note 11. Tuition Income

Tuition income reported on the consolidating statement of activities and changes in net assets includes instructional revenue and residential revenue as follows:

Instructional revenue	\$ 5,581,798
Residential revenue	4,856,897
<i>Total</i>	<u>\$ 10,438,695</u>

Note 12. Retirement Plan

The Center maintains a defined contribution 403(b) qualified retirement plan ("the Plan"). The Plan covers all employees of the Center and the Foundation who have completed two years of service and who are at least twenty one years of age. Each year, the Center contributes to the Plan in accordance with the Plan document. Participants may make elective wage and salary deferrals into this plan. All participants are 100% vested upon entry. Included in employee benefits in the consolidating statement of functional expenses is the retirement expense amounting to \$256,438 for the year ended June 30, 2014.

Note 13. Subsequent Events

The Organization has evaluated subsequent events through September 18, 2014, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2014.



SPAULDING YOUTH CENTER FOUNDATION

Board of Directors 2014 - 2015

Chair

Hali B. Dearborn
Term expires: 10/16

Vice Chair

Shirley M. Benson
Term expires: 10/15

Treasurer

Patrick Clark
Term expires: 10/17

Secretary

Terrance Humphrey
Term expires: 10/15

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

David Palfrey
Term expires: 10/15

Michael Ventura
Term expires: 10/17

12/16/2014

Marcia O. Rundle

Work History

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

Education

Ongoing recertification process

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

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

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

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

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

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

CERTIFICATIONS

New Hampshire; Elementary Education, General Special Education

References available upon request

Elizabeth A. Witham

Orton Gillingham Tutor

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

Experience:

Private Tutor

June 2010 -Present

Spaulding Youth Center

Northfield, NH

Title I Reading Tutor

October 2010-Present

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

Seacoast Learning Center

Rochester, NH

Tutor

May 2010-June 2012

Scholar

January 2009-May 2010

Tutor students using Orton-Gillingham approach since March 2009. Develop individual lesson plans, phonemic awareness activities, monitor student progress ongoing.

Successfully created and implemented a behavior modification chart.

Proficient with Microsoft Office, Excel, Word, Internet

Home Management

1998- Present

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

Astra Microtronics Technology

Doylestown, PA

Account Manager:

1996-1998

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

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

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

Education:

Advanced Language Training, IMSLEC Certified, Masonic Learning Center

10/2010-6/2012

Seacoast Learning Center, Rochester, NH. IMSLEC Accreditation

1/2009-5/2010

Temple University, Philadelphia, PA. BBA, Business Administration

GPA 3.24 1983-1990

Montgomery County Community College, Gwynedd, PA.

GPA 4.0 1982-1983

Indiana University of Pennsylvania, Indiana, PA. Consumer Services

GPA 3.25 1979-1982

Melissa McEvoy

Professional Summary

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

Professional Experience

School Counselor

September 2010 - June 2012

Newfound Regional High School, Bristol, NH.

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

School Counselor

March-May, 2009

Franklin High School, Franklin, NH. Temporary position.

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

School Counselor

March-April, 2009

Hillsboro Elementary School, Hillsboro, NH. Temporary position.

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

Fellowship Appointment

June 2005-June 2006

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

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

Business Owner

1999-Present

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

Education

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

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

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

Internships:

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

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

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

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

Present Professional Affiliations:

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

Personal:

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Marcia Rundle	Reading Tutor	\$19665.00	100%	\$19665.00
Elizabeth Witham	Reading Tutor	\$24035.00	100%	\$24035.00
Melissa McEvoy	Transitional & Vocational Specialist	\$8000.00	100%	\$8000.00