



Jeffrey A. Meyers
Acting Commissioner

Lorraine Bartlett
Director

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

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

January 11, 2016

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 a **retroactive** agreement with Merrimack Valley Day Care Services (Vendor #160070-B001), 19 Fruit Street, Concord NH 03301, for the provision of Title I services to abused, neglected or delinquent youth in an amount not to exceed \$18,211, effective retroactive to October 15, 2015 through August 31, 2016, upon Governor and Executive Council approval. 100% other funding.

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

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

State Fiscal Year	Class Title	Activity Code	Class/Object	Contract Amount
2016	Pass Thru Grants	42107501	571-500929	\$13,135
2017	Pass Thru Grants	42107501	571-500929	\$5,076
			Total	\$18,211

Please see attachment for fiscal details.

EXPLANATION

This request is **retroactive** because the United States Department of Education does not make Title I Elementary and Secondary Education Act funds available until after applications for funding are approved by the New Hampshire Department of Education. Approval from the New Hampshire Department of Education for the selected vendor awards was not received until October 15, 2015. Work began immediately to process contracts for this grant funding.

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

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

This package includes one (1) of the six (6) vendors chosen to receive Title 1 funding, and represents \$18,211.00 of the total \$616,990.77 being funded. Three (3) contracts were previously forwarded and the remaining two (2) contracts will be forwarded for approval of the Governor and Executive Council when they are received from the vendors.

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

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

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

For the 2015-2016 school year, six (6) applications were received and all were selected for this grant funding. This grant will fund full and part-time Title I tutors and classroom aides. Additionally, these grant funds will provide specialized training and technology for teaching staff to utilize and share with parents in order to support the special education needs of youth. Funds from this grant will also provide educational consultation services specific to specialized curriculums or technology and supplies.

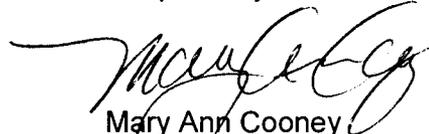
Should the Governor and Executive Council not approve this request, children who are abused, neglected, or delinquent could fail to make academic progress at a level equal to their peers. This will result in a decrease in educational achievement of New Hampshire youth and may, in some cases, result in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

Area Served: Statewide

Source of Funds: 100% Other Funds.

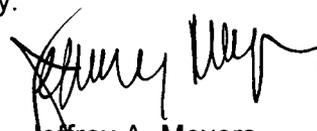
In the event that the Other Funds no longer become available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Acting Commissioner

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

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

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

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

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

Mount Prospect Academy (Vendor # 168139-B001)
PO BOX 58, Plymouth, NH 03264

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

NFI North, Inc. (Vendor # 177575-B001)
PO BOX 17, 40 Park Lane, Contoocook, NH 03229

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

Pine Haven Boys Center (Vendor #174119-P001)
133 River Road, Allentown, NH 03275

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

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

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

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

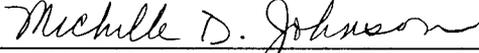
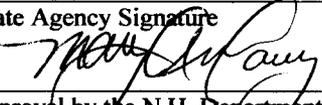
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street	
1.3 Contractor Name 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, 2016	1.8 Price Limitation \$18,211
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 Christine Dolat-Bartlett, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>6th Jan. 2016</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 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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle D. Johnson Notary			
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) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>1/22/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

QB

Date

1/6/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

CB

Date

1/6/16

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date

CD
11/6/16



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will 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. The Contractor shall ensure that all activities (field trips, activities out of the classroom, etc.) are connected to educational goals and objectives and that documentation is available that provides evidence.
- 1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.5. The Contractor's Title 1 Part D, Subpart 1, Application is hereby incorporated into this Agreement as Exhibit A-1.

B
11/6/16

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2015-2016

INSTITUTION LEVEL APPLICATION

1. Program Goals, Measurable Objectives and Assessments

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

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	37	37		
11 – 15 years old				
16 – 18 years old				
19+ years old				

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	50%	Academic Tutor	BA in Education or related field	\$14.00/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 provided T1 D support 37 divided by Total T1 D staff FTE 2 = 18.5 to 1

Contractor Initials [Signature]
 Date 11/6/16

Merrimack Valley Day Care Service
Institution Name

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

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

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

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

- Both Jennings Drive and Eagles Bluff apartments subsidize housing costs, so most of the children we serve live with significant poverty. 36 of the 37 children enrolled in our afterschool programs qualify for free meals at school.
- 30% of these children have parents who are new Americans and do not speak English as their first language at home.
- 16% have a documented mental health issue that requires outside support.
- 25% currently have an IEP or 504 plan, which may increase as our kindergartener students are assessed in public school.

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

We continue our academic support into the summer. Our academic tutor goes on education field trips with each group each week, and supplies supporting items such as books, games and curriculum items. We are still in the planning stage of our 2016 summer program, but each year we run at least 4 units:

Math: to support math learning each class will make a class store to practice using money, and budgeting. We usually attend a Fisher Cats game and keep score cards to discuss rudimentary statistics, and go to LegoLand to support learning about patterns.

Literacy: each child goes to the library every week and is allowed to take out a book. At the end of the summer we go to Gibson's Book Store and every child gets to purchase a book.

Science: we plan two weeks of science experiments and go to at least one major science museum (either the Museum of Science or the Montshire Science Museum)

NH History: we read about the history of NH and the people who live here. We visit the State House, the Flume and the Mariposa Cultural Museum.

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

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

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

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

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- 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.*

\$1900

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

A written log of all transitional services is kept and is available for review at any time. Services include:

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

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Merrimack Valley Day Care Service
Institution Name

G. Professional Development:

1) List the major **NEEDS** of the *Title I staff and Institution staff* relating to the objectives of the Title I project that can be met by in-service training programs.
We will not be providing in service training with these funds.

2) Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.
Both the academic tutor and the special needs coordinator will attend conferences and trainings that support early learning, children with special needs, children in the child protective services and cultural sensitivity. Each will complete at least 15 hours of training.

H. Coordination:

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

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

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

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date: 7/16/16]

Merrimack Valley Day Care Service/ Summer Program
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>	\$14.00 X 20 hrs X 36 weeks	\$10,080.00 + \$1,008 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	\$600.00
Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i>	each child gets to purchase a book \$10.00 x 37	\$370.00
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities	workshop fees for academic tutor and special needs coordinator	\$400.00
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	mileage to conferences	\$100.00
Administration	5% for book keeping and oversight of program	\$577.00
Total Costs		\$13,135.00

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Merrimack Valley Day Care Service/ Summer Program
 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>	\$14.00 X 16 hrs X 10 weeks	\$2,240.00 + \$224.00 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 trips and activities	\$2000.00
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>	each child gets to purchase a book \$10.00 x 37	\$370.00
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	5% for book keeping and oversight of program	\$242.00
Total Costs		\$5076.00

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Exhibit B

Method and Conditions Precedent to Payment

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

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

Contractor Initials

CB

Date

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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 (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

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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.

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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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

1/6/16
Date

Christy Delet Bartlett
Name:
Title: Board President

CP
1/6/16



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

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

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

Contractor Name:

1/6/16
Date

Christy Delet Burtlett
Name:
Title: Board President

Contractor Initials CB
Date 1/6/16



**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

CB
1/16/16



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:

1/6/16
Date

Christy Dolz Bartlett
Name: President
Title:

CP
Date 1/6/16



**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

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

Contractor Initials

Date



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

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

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

Contractor Name:

1/6/2016
Date

Christy Dolci Bartlett
Name:
Title: President

Exhibit G

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

Contractor Initials

CB

Date

1/6/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/6/2016
Date

Christy Dolci Bartlett
Name: President
Title:

CB
1/6/16



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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Contractor Initials

CB

Date

1/6/16



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

GP
1/6/16



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

CB

Date

11/6/14



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.

3/2014

Contractor Initials CB

Date 11/6/16



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 Svc.
Name of the Contractor

Mary Ann Conway
Signature of Authorized Representative

Christy Dolat Bartlett
Signature of Authorized Representative

Mary Ann Conway
Name of Authorized Representative

Christine Dolat Bartlett
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Board President
Title of Authorized Representative

1/7/16
Date

1/6/16
Date



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

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

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

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

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

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

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

Contractor Name:

1/6/2016
Date

Christy Dolc-Bentlett
Name: President
Title:

CB
1/6/16



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:

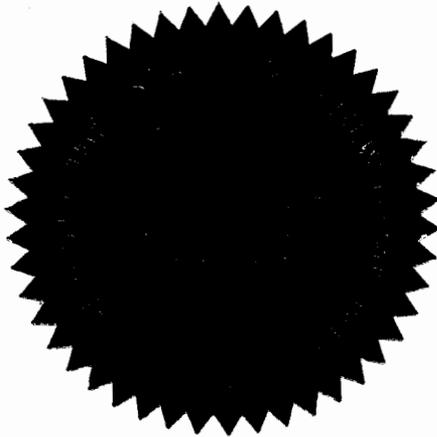
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 1st day of October A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in black ink.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on JAN 5, 2016:
(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 6th day of JAN., 2016.
(Date Contract Signed)

4. CHRISTY DOLAT-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)

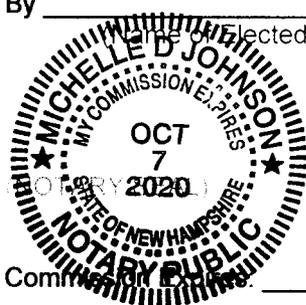
STATE OF NH

County of Merrimack

The forgoing instrument was acknowledged before me this 6th day of Jan, 2016.

By _____
(Name of Elected Officer of the Agency)

Michelle Johnson
(Notary Public/Justice of the Peace)



Commission Expires: 10-7-2020

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2016

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).

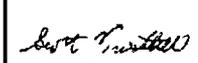
PRODUCER USI Insurance Services LLC 103 Main St South Glens Falls, NY 12803	CONTACT NAME: Chris Smith
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): 877-775-0110 E-MAIL ADDRESS: christine.smith@usi.biz
INSURED Merrimack Valley Day Care Service, Inc. 19 North Fruit Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co NAIC # 16691
	INSURER B: Massachusetts Bay Insurance Co NAIC # 22306
	INSURER C: _____
	INSURER D: _____
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PAC5051661	10/01/2015	10/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 _____ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP5051795	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 \$ _____ \$
B	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	WDV8947570	01/24/2016	01/24/2017	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Certificate is issued as evidence of coverage for insured operations usual to Child Day Care Operations and confers no rights to the holder.

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

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.

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MERRIMACK VALLEY DAY CARE SERVICES
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2014

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

CPA

Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of Merrimack Valley Day Care Services, which comprise the statement of financial position as of December 31, 2014, and the related statements of activities, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of

the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Merrimack Valley Day Care Services as of December 31, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards ¹⁰²¹

In accordance with *Government Auditing Standards*, we have also issued our report dated July 23, 2015 on our consideration of Merrimack Valley Day Care Services' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and

compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Merrimack Valley Day Care Services' internal control over financial reporting and compliance.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, New Hampshire
July 23, 2015

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

**Report on Internal Control Over Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed In Accordance With Government
Auditing Standards**

Independent Auditor's Report

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Merrimack Valley Day Care Services, which comprise the statement of financial position as of December 31, 2014, and the related statements of activities, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued a report thereon dated July 23, 2015.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.
Manchester, New Hampshire
July 23, 2015

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

**Report on Compliance for Each Major Federal Program; Report on Internal Control Over
Compliance; and Report on Schedule of Expenditures of Federal Awards Required by OMB
Circular A-133**

Independent Auditor's Report

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

Report on Compliance for Each Major Federal Program

We have audited Merrimack Valley Day Care Services' compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on Merrimack Valley Day Care Services' major federal program for the year ended December 31, 2014. Merrimack Valley Day Care Services' major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the 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 Merrimack Valley Day Care Services' major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and 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 Merrimack Valley Day Care Services' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Merrimack Valley Day Care Services' compliance.

Opinion on Each Major Federal Program

In our opinion, Merrimack Valley Day Care Services' complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2014.

Report on Internal Control Over Compliance

Merrimack Valley Day Care Services is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Merrimack Valley Day Care Services' internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with 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 Merrimack Valley Day Care Services' internal control over compliance.

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

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

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

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of Merrimack Valley Day Care Services as of and for the year ended December 31, 2014, and have issued our report thereon dated July 23, 2015, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, New Hampshire
July 23, 2015

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2014

ASSETS

	2014
Current Assets	
Cash and cash equivalents	\$ 111,846
Accounts receivable	43,224
Other receivables	26,667
Prepaid expenses	6,636
	<hr/>
Total Current Assets	188,373
Property And Equipment, Net	292,395
	<hr/>
TOTAL ASSETS	\$ 480,768

LIABILITIES AND NET ASSETS

Current Liabilities	
Accounts payable and accrued expenses	\$ 15,578
Accrued payroll and related expenses	170,054
Other liabilities	20,000
Current maturities of long-term debt	4,636
	<hr/>
Total Current Liabilities	210,268
Long-term Debt, Less Current Maturities	7,987
	<hr/>
Total Liabilities	218,255
	<hr/>
Net Assets	
Unrestricted net assets	247,827
Temporarily restricted net assets	14,686
	<hr/>
Total Net Assets	262,513
	<hr/>
TOTAL LIABILITIES AND NET ASSETS	\$ 480,768

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>2014</u>
Revenue and Gains	
Net program service fees	\$ 1,481,670
Other revenue	190,922
Contributions	72,436
Investment income	47
	<u>1,745,075</u>
Expenses	
Salaries and wages	987,555
Employee benefits	161,790
Program supplies	478,283
Occupancy	49,884
Interest expense	377
Depreciation	23,441
Other expenses	75,703
	<u>1,777,033</u>
 INCREASE/(DECREASE) IN UNRESTRICTED NET ASSETS	 <u>\$ (31,958)</u>

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF CHANGES IN NET ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Balance as of December 31, 2013	\$ 279,785	\$ -	\$ 279,785
Decrease in unrestricted net assets	(31,958)	-	(31,958)
Contributions for capital additions	-	20,000	20,000
Contributions released from restrictions	-	(5,314)	(5,314)
Change in net assets	<u>(31,958)</u>	<u>14,686</u>	<u>(17,272)</u>
Balance as of December 31, 2014	<u>\$ 247,827</u>	<u>\$ 14,686</u>	<u>\$ 262,513</u>

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2014

	2014
Cash Flows From Operating Activities	
Change in net assets	\$ (31,958)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	23,441
(Increase) decrease in the following assets:	
Accounts receivable	(13,760)
Other receivable	(1,667)
Prepaid expenses	(348)
Increase (decrease) in the following liabilities:	
Accounts payable and accrued expenses	3,957
Accrued payroll and related expenses	11,641
Other liabilities	1,250
Net Cash Provided (Used) By Operating Activities	<u>(7,444)</u>
Cash Flows From Investing Activities	
Capital acquisitions	(5,314)
Increase(decrease) in Temporarily Restricted Net Assets	14,686
Net Cash Used By Investing Activities	<u>9,372</u>
Cash Flows From Financing Activities	
Proceeds from long-term debt	
Principal payments of long-term debt	(4,522)
Net Cash Provided By Financing Activities	<u>(4,522)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(2,594)
Cash and Cash Equivalents, Beginning of year	<u>114,440</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 111,846</u>
Supplemental Disclosures of Cash Flow Information:	
Cash expended for interest	\$ 377

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2014

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 effect 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, 2014.

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, 2014.

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 \$248,154 unrestricted net assets as of December 31, 2014.

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 \$14,686 temporarily restricted net assets as of December 31, 2014.

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, 2014.

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, 2014 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, 2014 follows:

	<u>2014</u>
Land	\$105,000
Building and improvements	684,395
Equipment	<u>245,138</u>
Total	\$1,034,533
Less accumulated depreciation	<u>742,138</u>
Property and Equipment, Net	<u>\$292,395</u>

NOTE 3 LONG-TERM DEBT

A summary of notes payable at December 31, 2014:

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.	\$ 12,623
Less current maturities	<u>4,636</u>
Long-term debt, less current maturities	<u>\$ 7,987</u>

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

<u>Year Ending December 31</u>	
2015	\$ 4,636
2016	4,753
2017	3,234
2018	—
2019	<u>—</u>
Total	<u>\$ 12,623</u>

NOTE 4 PROGRAM SERVICE FEES

Net program services fees provided for the years ended December 31, 2014 follows:

	<u>2014</u>
Child Day Care Services	\$ 443,666
USDA	514,496
Division of Children and Youth Services	16,107
Private Pay	<u>507,401</u>
Total	<u>\$ 1,481,670</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>2014</u>
Program services	\$ 1,484,438
Administrative and general	<u>292,268</u>
Total	<u>\$ 1,776,706</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 2014 amounted to \$8,221.

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, 2014, USDA Food represented 16% and Title XX (State of New Hampshire) represented 23% 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 23, 2015, 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, 2014

<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	\$ 514,496
<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	253,701
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>8,054</u>
TOTAL FEDERAL EXPENDITURE		<u>\$ 776,251</u>

MERRIMACK VALLEY DAY CARE SERVICES
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED DECEMBER 31, 2014

<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, 2014

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, 2014

Section II - Findings and Questioned Costs

Financial Statement

There were no financial statement findings for the year ended December 31, 2014.

2015-2016 Board of Directors Merrimack Valley Day Care Service

President, Christine Dolat Bartlett,

Meredith Telus,

Jan Smith

Amy Goldstein,

Lisa Burton,

Edna Elle

Donna Raycraft

Amy Lanman

Executive Director, Mary Jane Wallner

Please note: The Board of Directors meets the first Tuesday of every month

Barbara Romanos

Education

Granite State College, Associate in Science Degree, concentration in Early Childhood Education
Girls Latin- Boston, high school diploma

Professional Experience

Merrimack Valley Day Care Service August 2009- present

- Coordinates early literacy and math program for at risk population
- Works one on one with children to support early learning
- Plans and implements curriculum
- Plans and implements field trip program to support curriculum
- Evaluates each child in caseload for educational progress
- Attends IEP and public school meetings as needed to support students
- Meets with parents to help support students
- Ran early literacy program as part of professional internship with Granite State College
- Collects data and implements title 1 grant

State of New Hampshire March 1989- June 2009

- Case technician for Social Security
- Managed case loads for clients
- Handled daily operations in a busy office environment

Objective **To work with children and make a positive impact on their lives.**

Experience

Preschool Teacher

Jan 96-Jan 2000 **Easy To Be Me** Concord, NH

- Planning curriculum for 16 children
- Key Holder
- Working collaboratively with co-workers

Preschool Teacher/ Kindergarten Teacher

Jan 2000-June 2001 Children's Center of Attention Pembroke Nh

- Planning Curriculum for Preschool and Kindergarten classroom
- Key Holder
- Maintain and develop relationship with parents and families

Director/ Preschool Teacher

June 01- June 08 Institute for Learning Pembroke NH

- Enroll and collect weekly tuition payments
- Taught phonics Curriculum and planned activities
- Held open houses and parent meetings for families
- Organized and planned fundraisers for program
- Key Holder
- Planned and organized Field Trips

Preschool Teacher

June 08-June 09 Kearsarge Area Preschool Bradford NH

- Planned curriculum for Preschool and Afterschool Children
- Supervised and mentored staff
- Key Holder
- Communicate with families and parents
- Planned field trips

Title I Teacher / Afterschool Program Director

June 09-Current Merrimack Valley Daycare Concord NH

- Work with staff and Special Needs Children in their classroom
- Plan summer field trips and active summer for Afterschool Program
- Key Holder
- Communicate with families on a daily basis
- Do workshops for staff
- Drive bus for field trips
- Enroll new Children for Programs

Education

Concord High School Concord NH

Sept 92-June 95

High School Diploma

College for Lifelong Learning Concord NH

June 96-June 01

▪ Bachelor of Science Self-Design in Early Childhood Education

References

References are available on request.

Your Name

Address, phone, fax, email

MaryJane Wallner

Education

University of New Hampshire, BS 1971

Wheelock College, graduate courses in Child Development and Early Education Administration

Professional Experience

Executive Director, Merrimack Valley Day Care Service 1973- present

- Manages 6 child care centers
- Supervises 50 staff
- Collaborates with area agencies to best meet the needs of the agency and the families served, including the NH Department of Education, Child and Family Services and the Child Development Bureau
- Provided consultation services, including need and market surveys and design expertise, for 7 different entities opening child care facilities including Concord Hospital, Town of Pittsfield, and Merrimack County Nursing Home
- Fundraising and grant writing

Volunteer Work and Organizations

- New Hampshire House of Representatives 1981- present
- Treasurer and past president of NH Child Care Association
- Member of NH Task Force on Child Abuse and Neglect
- Board Member for NH Healthy Kids
- Past board member for NH Children's Alliance
- Volunteer for United Way of Merrimack County
- Founding member of USA Child Care

Marianne Barter

Education

University of New Hampshire, BA in English 1991

New Hampshire Technical Institute, ECE Certificate 2001

Certifications

American Red Cross instructor 2003 to present

ServSafe 2005-present

Certified Nutrition and Physical Activity Self- Assessment for Child Care Consultant

Early Childhood Master Professional Credential

Early Childhood Administrator Credential

Professional Experience

Health and Nutrition Coordinator, Merrimack Valley Day Care Service 2002- present

- Monitor the Child and Adult Care Food Program in collaboration with the NH Department of Education for child care centers, family day care homes and afterschool programs statewide
- Provide nutrition trainings for participants in the Child and Adult Care Food Program
- Work closely with families whose children are enrolled in Merrimack Valley Day Care Service to offer support and referrals as needed
- Work closely with children who are at risk of abuse and neglect and those with special needs
- Have extensive knowledge of mental health and support agencies in the Concord area
- Offer training and support to child care staff
- Serve on committees including Concord Connections, Early Learning NH Strengthening Families, CACFP Sponsors Group, State Scholarship Policy Advisory committee
- Grant writing

ADMINISTRATIVE PERSONNEL

Department of Health and Human Services

Contractor Name: Merrimack Valley Day Care Service

Name of Program: Title 1

BUDGET PERIOD: SFY 16				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Barbara Romanos	Title 1 teacher	\$14	50.00%	\$13,552.00
Sasha Saxon	Special Needs Coordinator	\$16	0.00%	\$0.00
Mary Jane Wallner	Executive Director	\$28	0.00%	\$0.00
Marianne Barter	Health Coordinator	\$21	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)				\$13,552.00

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00