



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

December 18, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to **retroactively** exercise renewal options to existing contracts with the vendors identified below to continue providing Title I services to abused, neglected or delinquent youth by increasing the price limitation by \$861,014 from \$959,390 to an amount not to exceed \$1,820,404 and extending the completion date from September 1, 2018 to August 31, 2019, effective upon the date of Governor and Council approval. 100% Other Funding.

The agreement was originally approved by Governor and Executive Council on February 21, 2018 (Item #10).

Vendor	Vendor#	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
Easter Seals New Hampshire, Inc.	177204-B005	Manchester	\$72,961	\$63,059	\$136,020
Merrimack Valley Day Care Services	160070-B001	Concord	\$28,168	\$19,702	\$47,870
Mount Prospect Academy	168139-B001	Plymouth	\$397,369	\$352,061	\$749,430
NFI North, Inc.	177575-B001	Contoocook	\$251,713	\$237,804	\$489,517
Pine Haven Boys Center	174119-B001	Suncook	\$132,925	\$95,138	\$228,063
Spaulding Youth Center 154273-B001		Northfield	\$76,254	\$93,250	\$169,504
·	_	TOTAL	\$959,390	\$861,014	\$1,820,404

Funds are available in the following account for State Fiscal Years 2019 and are anticipated to be available in SFY 2020, upon the availability and continued appropiration of funds in the future operating budgets, with with authority to adjust encumbrances between State Fiscal Years without further approval from the Governor and Executive Council through the Budget Office, if needed and justified.

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

Easter Seals Education Program (Vendor #177204-B005)

555 Auburn Street, Manchester, NH 03103

SFY	Class/Object	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	571-500929	Pass Thru Grants	42107501	\$62,711	\$0.00	\$62,711
2019	571-500929	Pass Thru Grants	42107501	\$10,250	\$52,619	\$62,869
2020	571-500929	Pass Thru Grants	42107501	\$0.00	\$10,440	\$10,440
			Subtotal:	\$72,961	\$63,059.00	\$136,020

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

19 North Fruit Street, Concord, NH 03301

SFY	Class/Object	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	571-500929	Pass Thru Grants	42107501	\$20,289	\$0.00	\$20,289
2019	571-500929	Pass Thru Grants	42107501	\$7,879	\$11,823	\$19,702
2020	571-500929	Pass Thru Grants	42107501	\$0.00	\$7,879	\$7,879
		: 	Subtotal:	\$28,168	\$19,702	\$47,870

Mount Prospect Academy (Vendor # 168139-B001)

PO Box 58, 354 Main Street, Plymouth, NH 03264

SFY	Class/Object	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	571-500929	Pass Thru Grants	42107501	\$337,697	\$0.00	\$337,697
2019	571-500929	Pass Thru Grants	42107501	\$59,672	\$294,528	\$354,200
2020	571-500929	Pass Thru Grants	42107501	\$0.00	\$57,533	\$57,533
	1		Subtotal:	\$397,369	\$352,061 [′]	\$749,430

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

SFY	Class/Object	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	571-500929	Pass Thru Grants	42107501	\$214,076	\$0.00	\$214,076
2019	571-500929	Pass Thru Grants	42107501	\$37,637	\$218,282	\$255,919
2020	571-500929	Pass Thru Grants	42107501	\$0.00	\$19,522	\$19,522
	!	ē	Subtotal:	\$251,713	\$237,804	\$489,517

Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162,133 River Road, Suncook, NH 03275

SFY	Class/Object	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	571-500929	Pass Thru Grants	42107501	\$103,192	\$0.00	\$103,192
2019	571-500929	Pass Thru Grants	42107501	\$29,733	\$73,900	\$103,633
2020	571-500929	Pass Thru Grants	42107501	\$0.00	\$21,238	\$21,238
			Subtotal:	\$132,925	\$95,138	\$228,063

Spaulding Youth Center (Vendor #154273)

72 Spaulding Road, Northfield, NH 03276

SFY	Class/Object	Class Title	Activity Code	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	571-500929	Pass Thru Grants	42107501	\$65,854	\$0.00	\$65,854
2019	571-500929	Pass Thru Grants	42107501	\$10,400	\$81,500	\$91,900
2020	571-500929	Pass Thru Grants	42107501	<i>₁</i> \$0.00	\$11,750	\$11,750
	:		Subtotal:	\$76,254	\$93,250	\$169,504
			Total:	\$959,390	\$861,014	\$1,820,404

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 November 2018.

The Department of Health and Human Services applies for Title I Elementary and Secondary Education Act grant funds on an annual basis. These funds are used to provide instructional services

and related activities to meet the special educational needs of abused, neglected or delinquent children and youth who are students in state institutions. The Title I, Part D, Subpart 1, State Agency Neglected and Delinquent program provides formula grants to state education agencies for the purpose of:

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

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

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

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

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

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

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

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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,

Jeffrey A. Meyers Commissioner

State of New Hampshire Department of Health and Human Services Amendment #1 to the Title I Programs for DCYF Contract

This 1st Amendment to the Title I Program for DCYF contract (hereinafter referred to as "Amendment #1") dated this 14th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 55 Auburn Street, Manchester, NH 03103-4800.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation; and NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: August 31, 2019.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$136.020.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Section 3 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Section 3, to read:
 - 3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1 through Exhibit B-5.
- 6. Delete Section 4.2 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Section 4.2, to read:
 - 4.2 Allowable costs, expenses, and fees are those included in Exhibit B-1 through Exhibit B-5.
- 7. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8.1 in its entirety and replace with Section 8.1, to read:
 - 8.1 The Contractor shall submit supporting documentation that supports evidence of actual expenditures, in accordance with Exhibit B-1 through Exhibit B-5.



- 8. Add Exhibit B-4, Amendment #1, Budget Sheet.
- 9. Add Exhibit B-5, Amendment #1, Budget Sheet
- 10. Add Exhibit K, DHHS Information Security Requirements.



IN WITNESS WHEREOF, the parties have set their hands as of the date written below. State of New Hampshire Department of Health and Human Services Name: Title: Easter Seals New Hampshire Inc. 11/27/1-011 Date Title: Acknowledgement of Contractor's signature: County of Heroborough on 1) ov. 27 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. Signature of Notary Public or Justice of the Peace CYNTHIA ROSS, Notary Public My Commission Expires March 12, 2019 Name and Title of Notary or Justice of the Peace My Commission Expires:



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Name: Mame: Title: Mame: Mam

Exhibit B-4, Amendment #1, Budget Sheet DCYF Title I Program 2018-2019 School Year (SFY19) Budget

Line Item	Amount
Salaries	\$38,942
Contracted Services - Curriculum	
consultant for math and reading	\$3,916
Professional Development Activities	\$3,740
Supplies and Materials	\$5,500
Books	
Other (Administration)	\$521
Total	\$52,619

Exhibit B-5, Amendment #1, Budget Sheet DCYF Title I Program 2019 Summer School (SFY20) Budget

Line Item		Amount .
Salaries		\$7,437
Contracted Services - Curriculum		
consultant for math and reading		\$1,000
Professional Development Activities		\$900
Supplies and Materials		\$1,000
Books		
Other (Administration)		\$103
•	Total	\$10,440



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45. Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PH), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware. firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health ∴ Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United. States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract, Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol, If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data willbe coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



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whole, must have aggressive intrusion-detection and firewall protection.

 The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines . for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable .. State of New Hampshire and Department system access and authorization policies eff and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology.
- Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Exhibit K Contractor Initials
DHHS Information

Security Requirements Page 8 of 9

V5. Last update 10/09/18

Date



DHHS Information Security Requirements

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials ET

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 9 of 9

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0004080279



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2018.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I,Betty Burke, do hereby certify that: (Name of the elected Officer of the Agency; cannot be contract signatory)
I am a duly elected Officer ofEaster Seals New Hampshire, Inc (Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held onApril 11,2018: (Date)
RESOLVED: That theChief Financial Officer(Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain'in full force and effect as of
the <u>27</u> day of <u>Nov.</u> , 20/8. (Date Contract Signed)
4Elin Treanor is the duly electedChief Financial Officer (Name of Contract Signatory) (Title of Contract Signatory)
of the Agency. Buty Buth (Signature of the Elected Officer)
STATE OFNH
County ofHillsborough
The forgoing instrument was acknowledged before me this 27 day of 10 v., 20 18,
ByBetty Burke
(Notary Public/Justice of the Peace) (NOTARY SEAL)
CYNTHIA ROSS, Notary Public
Commission Expires: My Commission Expires March 12, 2010

EASTESEA7

Client#: 497072

ACORD.

COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MW/DD/YYYY) 11/30/2018

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

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

1110 001 1110 110 110 110 110 110 110 1	The state of the s	_			
PRODUCER	CONTACT NAME:				
USI Insurance Services LLC	PHONE (A/C, No, Ext): 855 874-0123 (A/C, No):				
3 Executive Park Drive, Suite 300	E-MAIL ADDRESS:				
Bedford, NH 03110	INSURER(S) AFFORDING COVERAGE	NAIC#			
855 874-0123	INSURER A : Philadelphia Indermity Insurance Co.	18058			
INSURED	INSURER B:				
Easter Seals NH, Inc.	INSURER C:				
555 Auburn Street	INSURER D:				
Manchester, NH 03103	INSURER E :				
	INSURER F :				
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:				

IN	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REC	DUIRE	MEN	T TERM OR CONDITION OF ANY	CONTRACT O	r other do	CUMENT WITH RESPECT	TO WHICH THIS
l ci	ERTIFICATE MAY BE ISSUED OR MAY P KCLUSIONS AND CONDITIONS OF SUCH	ERTA	IN. T	THE INSURANCE AFFORDED BY "	THE POLICIES	DESCRIBED I	HEREIN IS SUBJECT TO A	ALL THE TERMS,
INSR LTR		ADOL INSR	SUBR		POLICY EFF	POLICY EXP	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK1866633	09/01/2018	09/01/2019	EACH OCCURRENCE	s 1,000,000
[]	CLAIMS-MADE X OCCUR	'					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
	X Professional Liab			,		ļ	MED EXP (Any one person)	\$5,000
						1	PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s 3,000,000
1	POLICY PRO- X LOC	·					PRODUCTS - COMP/OP AGG	\$3,000,000
	OTHER:							S
A	AUTOMOBILE LIABILITY	X	Х	PHPK1866629	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
``	X ANY AUTO					į	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY AUTOS					1	BODILY INJURY (Per accident)	\$
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	AUTOS ONET							\$
Ā	X UMBRELLA LIAB X OCCUR	Х	Х	PHUB643260	09/01/2018	09/01/2019	EACH OCCURRENCE	s15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$15,000,000
l	DED X RETENTION \$\$10K]			1			s
	WORKERS COMPENSATION						PER OTH-	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	l					E.L. EACH ACCIDENT	s
1	OFFICER/MEMBER EXCLUDED?	N/A	ļ				E.L. DISEASE - EA EMPLOYEE	s
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	EDP			PHPK1866633	09/01/2018	09/01/2019	\$1,619,050	
							\$500 Deductible	
							Special Form Incl T	heft
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (ACOR	D 101, Additional Remarks Schedule, ma	y be attached if m	ore space is requ	ired)	

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

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

	i)		DE	ESCRIPT	IONS (Co	ntinued 1	rom Page	1)	1	, ,,+
above r	eferen	ced on behal	If of the nam	ed insured. Ti	ne General Lia	ability policy c	ontains a specia	I		
endorse	ement	with "Primary	y and Non-C	ontributory" v	vording.					
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DOYYYY) 12/17/2018

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

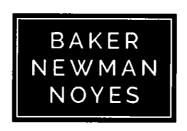
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate holder in lieu of such endon	sement(s).	•	CONTACT							
PRODUCER			CONTACT Moira Crosby							
Hays Companies			(AIC No Ever-							
133 Federal Street, 4th Floor	•		E-MAR ADDRESS mcrosby@hayscompanies.com							
			INS	NAIC #						
Boston MA 02	110			21105						
INSURED										
			INSURER B :							
Baster Seals New Hampshire, In	10		INSURER C :			 				
555 Auburn Street			INSURER D :			·}				
			INSURER E :							
Manchester NH 03	103		INSURER F :			<u>}</u>				
COVERAGES CER	TIFICATE	NUMBER:19-20 WC			REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR	ADDLISUBA	DOLLOY WILLIAMS	POUCY EFF	POLICY EXP	LIMITS					
LTR TYPE OF INSURANCE	INSD WAD	POLICY NUMBER	(ÁKŘÍČOŽÝÝÝÝ).	THIN TO COTY Y T	EACH OCCURRENCE \$	 i				
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- COURS MADE COOOR					MED EXP (Any one person) \$					
		!								
GEN'L AGGREGATE LIMIT APPLIES PER:	1 1		1	i	GENERAL AGGREGATE 3	·				
POUCY JECT LOC	l i		1		PRODUCTS - COMPIOP AGG \$					
OTHER:	! 				COMBINED SINGLE LIMIT					
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ANY AUTO				Į.	BODILY INJURY (Per person) \$					
ALL OWNED SCHEDULED AUTOS	1				BODILY INJURY (Per accident) \$					
HIRED AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)					
					S					
UMBRELLA LIAB CCCLIR	 	-			EACH OCCURRENCE \$					
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EXCESS LIAB CLAIMS-MADE			[İ	AGONCONIC S					
DED RETENTION S	 	<u> </u>		 						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY	ا ا		Į į	1						
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A			}	E.L. EACH ACCIDENT \$	1,000,000				
OFFICERMEMBER EXCLUDED? A (Mendatory in NH)	."	406-731852-9	1/1/2019	1/1/2020	E.L. DISEASE - EA EMPLOYEE \$	1,000,000				
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000				
	T 1									
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				!						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI	CLES IACOR	ID 101, Additional Remarks School	dule, may be attached if m	ore space is requ	ired)					
Evidence of Insurance		***==****	•	,						
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CERTIFICATE HOLDER		· · · · · · · · · · · · · · · · · · ·	CANCELLATION	1						
CERTIFICATE HOLDER			J/1144444711011	_						
l			SHOULD ANY OF	THE ABOVE	DESCRIBED POLICIES BE CANCE	LLED BEFORE				
DHHS, State of NH			THE EXPIRATIO	N DATE TH	EREOF, NOTICE WILL BE [ELIVERED IN				
129 Pleasant Street			ACCORDANCE W	ITH THE POL	ICY PROVISIONS.					
Concord, NH 03301			<u> </u>							
			AUTHORIZED REPRES	ENTATIVE						
1					~····					
1			James Hays/M	CROSB						
					CORD CORPORATION. All ri	obte meanued				



Mission:

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



Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and Other Financial Information

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

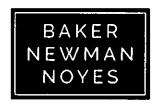
Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

CONSOLIDATED FINANCIAL STATEMENTS AND OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2017 and 2016

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INDEPENDENT AUDITORS' REPORT

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

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

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

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

Opinion

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

Other Matters

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

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

Other Reporting Required by Government Auditing Standards

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

Manchester, New Hampshire

Baker Newmon & Noyes LLC

December 4, 2017

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2017 and 2016

<u>ASSETS</u>	<u>2017</u>	<u>2016</u>
Current assets:		
Cash and cash equivalents	\$ 3,619,043	\$ 1,695,042
Short-term investments, at fair value	2,816,344	2,749,256
Program, and other accounts receivable, less contractual allowance		
of \$8,302,300 in 2017, and \$7,372,700 in 2016, and allowance for		
doubtful accounts of \$2,004,100 in 2017 and \$1,510,600 in 2016	9,306,185	9,240,475
Contributions receivable, less allowance for doubtful		
accounts of \$87,500 in 2017 and \$75,100 in 2016	582,508	1,050,961
Current portion of assets limited as to use	1,566,680	330,085
Prepaid expenses and other current assets	432,857	<u>463,883</u>
Total current assets	18,323,617	15,529,702
Assets limited as to use, net of current portion	1,523,728	1,191,998
Fixed assets, net	28,448,341	26,371,886
Property held for sale	_	252,645
Investments, at fair value	12,027,698	11,399,182
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>254,271</u>
	\$ <u>60.782,293</u>	\$ <u>54.999.684</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,417,236	\$ 2,002,382
Accrued expenses	4,773,612	4,912,838
Current portion of deferred revenue	1,683,805	781,321
Current portion of capital lease obligation	20,995	60,617
Current portion of interest rate swap agreements	348,636	401,859
Current portion of long-term debt	2,008,973	<u>829,680</u>
Total current liabilities	11,253,257	8,988,697
Total cultent habilities	11,233,237	0,500,057
Deferred revenue, net of current portion	_	944,167
Other liabilities	1,417,860	1,192,090
Capital lease obligation, net of current portion	· · · -	20,995
Interest rate swap agreements, less current portion	2,293,037	3,086,120
Long-term debt, less current portion, net	22,285,106	20,205,294
Total liabilities	37,249,260	34,437,363
Not conto		
Net assets:	15 824 022	14 410 015
Unrestricted	15,834,922	14,418,915
Temporarily restricted	2,683,135	1,243,906
Permanently restricted	<u>5,014,976</u>	4,899,500
Total net assets	23,533,033	<u>20,562,321</u>
	\$ <u>60.782,293</u>	\$ <u>54.999.684</u>

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

Public support and revenue:	<u>Unrestricted</u>	Temporarily Restricted	Permanently Restricted	<u>Total</u>
Public support:	f 312.402	£ 2.025.500	6 100 722	0 446 005
Contributions, net Special events, net of related	\$ 312,482	\$ 2,025,590	\$ 108,733	\$ 2,446,805
direct costs of \$911,140 Annual campaigns, net of related	160,995	1,550,279	_	1,711,274
direct costs of \$115,846	259,979	62,056	_	322,035
Bequests	288,456	-		288,456
Net assets released from restrictions	2,278,674	(2,278,674)		
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental				
agencies and others, net	61,041,718	_	_	61,041,718
Other grants	21,339,214	-	_	21,339,214
Dividend and interest income	546,014	10,746	_	556,760
Rental income	27,225	_	_	27,225
Other	132,189			132,189
Total revenue	<u>83,086,360</u>	10,746		83,097,106
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	_	_	280,174
Professional education	30,599	_	_	30,599
Direct services	<u>76,585,361</u>			<u>76,585,361</u>
Total program services	76,896,134	_	-	76,896,134
Supporting services:				
Management and general	7,879,911	_	_	7,879,911
Fundraising	1,314,200			1,314,200
Total supporting services	9,194,111			9,194,111
Total functional expenses	86,090,245	_	_	86,090,245
Support of National programs	38,326			38,326
Total operating expenses	<u>86,128,571</u>			86,128,571
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

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

Year Ended August 31, 2017

		<u>Unrestricted</u>		Temporarily Restricted	Permanently Restricted		<u>Total</u>
Other non-operating expenses, gains and losses. Change in fair value of interest rate swaps Net unrealized and realized gains	: \$	846,306	\$; <u> </u>	\$ -	\$	846,306
on investments Increase in fair value of beneficial		426,221		68,662	-		494,883
interest in trust held by others Loss on extinguishment of debt – see		_		-	6,743		6,743
note 10		(63,031)		_	_		(63,031)
Loss on sales and disposals of fixed assets		(3,146)		-	_		(3,146)
Other non-operating (losses) gains		(10,987)		<u>570</u>			(10,417)
	-	1,195,3 <u>63</u>	,	69,232	6,743	_	1,271,338
Increase in net assets before effects of discontinued operations		1,453,738		1,439,229	115,476		3,008,443
Loss from discontinued operations – see note 15	-	(37,731)				_	(37,731)
Total increase in net assets		1,416,007		1,439,229	115,476		2,970,712
Net assets at beginning of year	-	14,418,915		1,243,906	4,899,500	_	20,562,321
Net assets at end of year	\$.	15.834.922	\$,	2.683.135	\$ <u>5.014.976</u>	\$_	23,533,033

See accompanying notes.

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

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

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

Year Ended August 31, 2016

Other	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently Restricted	<u>Total</u>	
Other non-operating expenses, gains and losses: Change in fair value of interest rate swaps Net unrealized and realized gains	\$ (668,012)	\$ -	\$ -	\$ (668,012)	
on investments	267,616	8,117	-	275,733	
Decrease in fair value of beneficial interest in trust held by others	_		(4,967)	(4,967)	
Loss on sales and disposals of fixed assets	(11,659)	_	(1,507)	(11,659)	
Other non-operating losses	<u>(15,341</u>)			(15,341)	
	(427,396)	8,117	(4,967)	<u>(424,246</u>)	
(Decrease) increase in net assets before effects of discontinued operations	(198,846)	217,306	460,518	478,978	
(Loss) gain from discontinued operations – see note 15	(34,483)	2,167		(32,316)	
(Decrease) increase in net assets before					
effects of deconsolidation of affiliate	(233,329)	219,473	460,518	446,662	
Deconsolidation of affiliate – see note 14	(33,129)		(35,760)	(68,889)	
Total (decrease) increase in net assets	(266,458)	219,473	424,758	377,773	
Net assets at beginning of year	14,685,373	1,024,433	4,474,742	20,184,548	
Net assets at end of year	\$ <u>14.418.915</u>	\$ <u>1.243.906</u>	\$ <u>4.899,500</u>	\$ <u>20.562.321</u>	

See accompanying notes.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	Program Services (1)				Sur	porting Service	Total Program (1) and Supporting Services Expenses		
	Public Health Education	Profes- sional Education	Direct	<u>Total</u>	Manage- ment and General	Fund- <u>Raising</u>	<u>Total</u>	2017	2016
Salaries and related expenses	\$164,816	\$ -	\$57,633,534	\$57,798,350	\$5,291,100	\$ 989,588	\$6,280,688	\$64,079,038	\$59,931,764
Professional fees	49,613	_	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061	8,058,559
Supplies	4,514	_	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582	1,954,279
Telephone	108	_	420,160	420,268	194,042	4,612	198,654	618,922	661,607
Postage and shipping	5,503	_	26,188	31,691	15,258	14,302	29,560	61,251	62,119
Occupancy	_	_	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933	2,697,318
Outside printing, artwork and media	16,940	_	34,198	51,138	7,694	26,456	34,150	85,288	91,044
Travel	491	_	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929	2,224,617
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381	204,230
Specific assistance to individuals	_	_	1,102,877	1,102,877	19,657	_	19,657	1,122,534	1,165,760
Dues and subscriptions	_	_	27,749	27,749	8,407	1,056	9,463	37,212	36,179
Minor equipment purchases									
and equipment rental	59	_	265,596	265,655	83,969	1,355	85,324	350,979	315,003
Ads, fees and miscellaneous	16,999	_	275,784	292,783	130,640	9,120	139,760	432,543	542,447
Interest	_	_	781,743	781,743	204,641	_	204,641	986,384	912,296
Impairment	_	-	767,632	767,632	_	_	_	767,632	_
Depreciation and amortization	220		1,654,763	1,654,983	<u>96,114</u>	3,479	99,593	1,754,576	1,604,539
	\$ <u>280.174</u>	\$ <u>30,599</u>	\$ <u>76,585,361</u>	\$ <u>76,896,134</u>	\$ <u>7,879,911</u>	\$ <u>1,314,200</u>	\$ <u>9,194,111</u>	\$ <u>86.090.245</u>	\$ <u>80.461.761</u>
	0.33%	6 0.04%	88.95%	6 89.32%	6 9.15%	6 1.53%	6 10.68%	6 100.00%	6 100.00%

Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

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

⁽¹⁾ Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase in net assets	\$ 2,970,712	\$ 377,773
Adjustments to reconcile increase in net assets to		
net cash provided (used) by operating activities:		
Depreciation and amortization	1,754,576	1,604,539
Impairment	767,632	<u> </u>
Bad debt provision	2,284,863	984,511
(Increase) decrease in fair value of beneficial		
interest in trust held by others	(6,743)	4,967
Net gain on sales and disposals of fixed assets		
and property held for sale	(3,329)	(41,204)
Loss on extinguishment of debt	63,031	_
Change in fair value of interest rate swaps	(846,306)	668,012
Net unrealized and realized gains on investments	(494,883)	(275,733)
Deconsolidation of affiliates – see note 14	· -	68,889
Temporarily restricted contributions	(2,025,590)	(1,228,217)
Permanently restricted contributions	(108,733)	(415,485)
Changes in operating assets and liabilities:	(/	(, ,
Accounts receivable from affiliates	_	98,710
Program and other accounts receivable	(2,350,573)	(3,110,706)
Contributions receivable	468,453	(445,705)
Prepaid expenses and other current assets	31,026	739,182
Other assets	(363,547)	28,331
Accounts payable and accrued expenses	275,628	880,435
Deferred revenue		(377,956)
Other liabilities	(41,683) 225,770	• • •
Other habilities		181,982
Net cash provided (used) by operating activities	2,600,304	(257,675)
Cash flows from investing activities:		
Purchases of fixed assets	(4,467,192)	(5,062,802)
Proceeds from sale of fixed assets		
and property held for sale	290,155	912,714
Cash provided for deconsolidation of affiliate	_	(500)
Change in investments, net	(200,721)	(1,622,433)
Change in assets limited as to use	(1,568,325)	<u>(197,887)</u>
Net cash used by investing activities	(5,946,083)	(5,970,908)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(18,945,588)	(4,152,220)
Issuance of long-term debt, net of bond issuance costs	22,081,045	5,079,404
Repayments on lines of credit	22,001,043	(262,356)
Temporarily restricted contributions	2,025,590	1,228,217
Permanently restricted contributions	108,733	415,485
i emanently restricted contributions	100,733	413,462
Net cash provided by financing activities	<u>5,269,780</u>	2,308,530

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2017 and 2016

		<u>2017</u>	<u>2016</u>
Increase (decrease) in cash and cash equivalents	\$	1,924,001	\$ (3,920,053)
Cash and cash equivalents, beginning of year	_	1,695,042	5,615,095
Cash and cash equivalents, end of year Supplemental disclosure of cash flow information:	\$_	3.619.043	\$ <u>1.695.042</u>
Interest paid	S _	942,000	\$ <u>948,000</u>

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

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

1. Corporate Organization and Purpose

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

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

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

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

2. Summary of Significant Accounting Policies

Principles of Consolidation

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

Cash and Cash Equivalents

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Assets Limited as to Use and Investments

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

Beneficial Interest in Trust

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

Fixed Assets

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

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

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

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

Intangible Assets and Long-Lived Assets

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

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

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

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

Bond Issuance Costs

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

Revenue Recognition

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

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

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

Unconditional contributions are recognized when pledged.

Advertising

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

Functional Allocation of Expenses

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

Charity Care (Unaudited)

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

Income Taxes

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

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

Use of Estimates

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

Derivatives and Hedging Activities

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

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

Increase in Net Assets from Operations

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

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

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

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

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

Reclassifications

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

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

3. Classification of Net Assets

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

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

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

	Temporarily Restricted	Permanently Restricted	Total
<u>2017</u>			
Camping program	\$ 4,052	\$ 365,969	\$ 370,021
Other programs	52,585	430,204	482,789
Operations		<u>3,994,823</u>	<u>3,994,823</u>
Total endowment net assets	\$ <u>56.637</u>	\$ <u>4.790,996</u>	\$ <u>4.847.633</u>
<u>2016</u>			
Camping program	\$ 2,944	\$ 365,969	\$ 368,913
Other programs	12,102	395,178	407,280
Operations		<u>3,879,484</u>	<u>3,879,484</u>
Total endowment net assets	\$ <u>15.046</u>	\$ <u>4.640.631</u>	\$ <u>4.655.677</u>

Changes in Endowment Net Assets

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

	Temporarily Restricted	Permanently Restricted	<u>Total</u>
Net endowment assets, August 31, 2015	\$ 13,552	\$4,345,395	\$4,358,947
Investment return:			
Investment income, net of fees	9,802		9,802
Net appreciation (realized and unrealized)	551		551
Contributions	_	295,236	295,236
Appropriated for expenditure	<u>(8,859</u>)		<u>(8,859</u>)
Net endowment assets, August 31, 2016	15,046	4,640,631	4,655,677
Investment return:			
Investment income, net of fees	25,641	_	25,641
Net appreciation (realized and unrealized)	20,017	_	20,017
Contributions	-	150,365	150,365
Appropriated for expenditure	<u>(4,067</u>)		<u>(4,067</u>)
Net endowment assets, August 31, 2017	\$ <u>56.637</u>	\$ <u>4.790.996</u>	\$ <u>4.847.633</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

3. Classification of Net Assets (Continued)

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

2017	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Non- Endowment Net Assets
Veterans program	\$ -	\$ 715,361	\$ -	\$ 715,361
Other programs	_	184,462	_	184,462
Operations	15,834,922	1,726,675	<u>223,980</u>	<u>17,785,577</u>
Total non-endowment net assets	\$ <u>15.834.922</u>	\$ <u>2,626,498</u>	\$ <u>223,980</u>	\$ <u>18.685.400</u>
2016				
Seniors program	\$ -	\$ 2,336	\$ -	\$ 2,336
Veterans program	86,638	476,393	_	563,031
Other programs	_	217,631	_	217,631
Operations	14,332,277	532,500	<u>258,869</u>	<u>15,123,646</u>
Total non-endowment net assets	\$ <u>14.418.915</u>	\$ <u>1.228.860</u>	\$ <u>258.869</u>	\$ <u>15.906.644</u>

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

Investment and Spending Policies

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

3. Classification of Net Assets (Continued)

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

4. Contributions Receivable

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

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

\$1.033.555

5. Manchester Alcoholism Rehabilitation Center Revenues

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

	Gross	Contractual Allowances and	Provision for	Danisia Na
2017	<u>Revenues</u>	Discounts	Bad Debts	Revenues, Net
Private payors (includes coinsurance				
and deductibles)	\$33,264,634	\$(21,055,057)	\$(1,855,504)	\$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	<u>632,930</u>	(98,180)	(209,128)	325,622
	\$ <u>58.416.992</u>	\$ <u>(41,776,712</u>)	\$ <u>(2,229,258</u>)	\$ <u>14.411.022</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

5. Manchester Alcoholism Rehabilitation Center Revenues (Continued)

<u> 2016</u>	Gross <u>Revenues</u>	Contractual Allowances and Discounts	Provision for <u>Bad Debts</u>	Revenues, Net
Private payors (includes coinsurance				
and deductibles)	\$18,368,651	\$(10,842,721)	\$ (519,320)	\$ 7,006,610
Medicaid	13,220,573	(10,610,872)	(46,051)	2,563,650
Medicare	318,995	(9,599)	(24)	309,372
Self-pay	<u>349,502</u>	(50,560)	(58,531)	240,411
	\$ <u>32,257,721</u>	\$ <u>(21,513,752</u>)	\$ <u>(623.926)</u>	\$ <u>10.120.043</u>

6. Leases

Operating

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

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

Capital

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

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

2018 \$20,995

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

7. Fixed Assets

Fixed assets consist of the following at August 31:

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

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

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

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

8. Investments and Assets Limited as to Use

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

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 1,873,318	\$ 514,040
Marketable equity securities	1,450,878	1,225,399
Mutual funds	13,244,995	12,795,566
Corporate and foreign bonds	940,042	707,444
Government and agency securities	425,217	428,072
	17,934,450	15,670,521
Less: assets limited as to use	(3,090,408)	(1,522,083)
Total investments, at fair value	\$ <u>14.844.042</u>	\$ <u>14.148.438</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

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

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

	<u> 2017</u>	<u> 2016</u>
Under a deferred compensation plan (see note 9): Investments	\$1,417,727	\$1,191,998
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	<u>1,672,681</u>	330,085
Total assets limited as to use	\$ <u>3.090.408</u>	\$ <u>1.522.083</u>

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

	<u> 2017</u>	<u> 2016</u>
Unrestricted investment income and unrealized		
and realized gains on investments:		
Dividend and interest income	\$ 546,014	\$ 492,444
Net unrealized gains	305,131	107,141
Net realized gains	<u>121,090</u>	<u>160,475</u>
	972,235	760,060
Restricted investment income and unrealized		
and realized gains on investments:		
Dividend and interest income	10,746	2,601
Net unrealized gains	51,569	2,138
Net realized gains	<u> 17,093</u>	<u>5,979</u>
	<u>79,408</u>	10,718
	\$ <u>1.051.643</u>	\$ <u>770,778</u>

9. Retirement Plans

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

9. Retirement Plans (Continued)

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

10. Borrowings

Borrowings consist of the following at August 31:

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

10. Borrowings (Continued)

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

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

2018 2019	\$ 2,008,973 855,825
2019	858,076
2021 2022	878,972 876,330
Thereafter	18,946,958
	\$ <u>24.425.134</u>

Lines of Credit and Other Financing Arrangements

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

10. Borrowings (Continued)

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

NHHEFA 2016A and 2016B Revenue Bonds

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

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

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

Mortgage Notes Payable

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

10. Borrowings (Continued)

Interest Rate Swap Agreement

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

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

Debt Covenants

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

11. Donated Services

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

12. Related Party Transactions

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments

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

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

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

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

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

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

Investments and Assets Limited as to Use

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

Beneficial Interest in Trust Held by Others

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments (Continued)

Interest Rate Swap Agreement

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

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

	<u>Level 1</u>	Level 2	Level 3	<u>Total</u>
2017				
Assets:				
Assets limited as to use and investments				
at fair value:				
Cash and cash equivalents	\$ 1,873,318	\$ -	\$ -	\$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	_	_	1,139,744
International	311,134	_	_	311,134
Mutual funds, open-ended:	,			ŕ
Short-term fixed income	4,254,127	_	_	4,254,127
Intermediate-term bond fund	1,098,931	_	_	1,098,931
High yield bond fund	52,926	_	_	52,926
Foreign bond	34,863		_	34,863
Government securities	491,892	_	_	491,892
Emerging markets bond	. 64,867	_	_	64,867
International equities	977,737	_	_	977,737
Domestic, large-cap	859,050		_	859,050
Domestic, small-cap	339,680	_	_	339,680
Domestic, multi alt	861,055	_	_	861,055
Real estate fund	188,220		_	188,220
Mutual funds, closed-ended:	-			·
Domestic, large-cap	2,949,475	_	_	2,949,475
Domestic, mid-cap	499,421	_	_	499,421
Domestic, small-cap	240,364	_	_	240,364
Fixed Income and bond	4,577	_	_	4,577
International equity	327,810	· _	_	327,810
Corporate and foreign bonds	· -	940,042	_	940,042
Government and agency securities		425,217		<u>425,217</u>
	\$16,569,191	\$ <u>1.365.259</u>	\$	\$17.934.450

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments (Continued)

D 6:1:4 4:4 1111 4	<u>Level 1</u>	Level 2	Level 3	<u>Total</u>
Beneficial interest in trust held by others: Money market funds Marketable equity securities:	\$ 7,943	\$ -	\$ -	\$ 7,943
Large-cap Mutual funds:	66,063	_	_	66,063
Domestic fixed income		21,357		21,357
	\$ <u>74.006</u>	\$ <u>21,357</u>	\$	\$ <u>95.363</u>
Liabilities:				
Interest rate swap agreement	\$ <u> </u>	\$ <u> </u>	\$ <u>2.641.673</u>	\$ <u>2.641.673</u>
2016 Apparts				
Assets: Assets limited as to use and investments at fair value:				
Cash and cash equivalents Marketable equity securities:	\$ 514,040	\$ -	\$ -	\$ 514,040
Large-cap	950,981	_	_	950,981
International	274,418	_	_	274,418
Mutual funds, open-ended:	,			,
Short-term fixed income	4,137,513	_	_	4,137,513
Intermediate-term bond fund	1,069,980	_	_	1,069,980
High yield bond fund	261,064	_	_	261,064
Foreign bond	32,125	_	_	32,125
Government securities	629,914	_	→	629,914
Emerging markets bond	16,447	_	_	16,447
International equities	831,645	_		831,645
Domestic, large-cap	1,209,550	_	_	1,209,550
Domestic, small-cap	319,877	_	_	319,877
Domestic, multi alt	689,565	_	_	689,565
Real estate fund	178,540	_	_	178,540
Emerging markets mutual	4,041			4,041
Mutual funds, closed-ended:				
Domestic, large-cap	2,450,022	_	_	2,450,022
Domestic, mid-cap	451,852	_	_	451,852
Domestic, small-cap	217,021	_	_	217,021
Fixed Income and bond	2,909	_	_	2,909
International equity	293,501	_	_	293,501
Corporate and foreign bonds	-	707,444	_	707,444
Government and agency securities		428,072		428,072
	\$ <u>14.535.005</u>	\$ <u>1.135.516</u>	\$ <u> </u>	\$ <u>15.670.521</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments (Continued)

		Level 1		Level 2	Le	evel 3		<u>Total</u>
Beneficial interest in trust held by others: Money market funds	\$	8,712	\$	_	\$	_	\$	8,712
Marketable equity securities: Large-cap		59,700		_		_		59,700
Mutual funds: Domestic fixed income	_		_	20,208			_	20,208
	S _	68.412	\$_	20,208	\$		\$_	88,620
Liabilities: Interest rate swap agreement	\$_		\$_		\$ <u>3.4</u>	1 <u>87.979</u>	\$_	3.487.97 <u>9</u>

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

	Interest <u>Rate Swap</u>
Ending balance, August 31, 2015	\$ (2,819,967)
Unrealized loss, net	(668,012)
Ending balance, August 31, 2016	(3,487,979)
Unrealized gain, net	<u>846,306</u>
Ending balance, August 31, 2017	\$ <u>(2.641.673)</u>

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

14. Deconsolidation of Related Entities

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

14. Deconsolidation of Related Entities (Continued)

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

	Easter Seals RI August 31, 2016
Assets: Cash and cash equivalents	\$ 500
Investments, at fair value Beneficial interest in trust	5,521
held by others	35,760
Fixed assets, net	23,039
Other assets	11,288
Total assets	76,108
Liabilities:	
Accrued expenses	<u>(7,219)</u>
Total liabilities	<u>(7,219)</u>
Net assets	\$ <u>68.889</u>
	Year Ended August 31, 2016
Total public support and revenue Total operating expenses	\$ 1,367,290 (1,437,574)
Other non-operating expenses, gains and losses, net	1,054
Decrease in net assets before discontinued operations	\$ <u>(69.230</u>)

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

15. Discontinued Operations

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

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

15. Discontinued Operations (Continued)

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

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

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

	Harbor Schools			<u>ampshire</u>
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Total assets	\$201,786	\$211,251	\$ -	\$252,645
Total liabilities	-	_	_	_
Net assets (deficit):				
Unrestricted	149,764	159,799	_	252,645
Temporarily restricted	28,196	27,626	_	_
Permanently restricted	23,826	23,826	_	_

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

	<u>Harbo</u> <u>2017</u>	r Schools 2016	<u>New Har</u> 2017	<u> 2016</u>	
Total public support and revenue Operating expenses Other non-operating expense, (losses) or gains Gain on sale of properties, net	\$ 1,123 (10,035) (553)	\$ 22,193 (101,200) 974 52,863	\$ - (34,741) - 6,475	\$ - (7,146) - -	
Total decrease in net assets	\$ <u>(9.465</u>)	\$ <u>(25,170</u>)	\$ <u>(28.266</u>)	\$ <u>(7.146</u>)	

16. Concentrations

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



CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2017

ASSETS

Current assets:	* New <u>Hampshire</u>	Vermont	<u>Maine</u>	Rhode Island	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Cash and cash equivalents	© 2 500 555	e 10.205	e 10.102	•	•	•	£ 2 (10 042
Short-term investments	\$ 3,589,555	\$ 19,385	\$ 10,103	3 -	3 –	\$ -	\$ 3,619,043
	2,816,344	_	_	-	-		2,816,344
Accounts receivable from affiliates	1,489,181	1,668,124	_	-	149,764	(3,307,069)	_
Program and other accounts receivable, net	8,599,952	691,294	14,939	_	_	_	9,306,185
Contributions receivable, net	568,342	920	13,246	_	_	_	582,508
Current portion of assets limited as to use	1,566,680	_	_	_	_	_	1,566,680
Prepaid expenses and other current assets	389,372	<u>12,775</u>	30,710				432,857
Total current assets	19,019,426	2,392,498	68,998	-	149,764	(3,307,069)	18,323,617
Assets limited as to use, net of current portion	1,511,218	12,510	_	-	_	_	1,523,728
Fixed assets, net	28,359,254	75,573	13,514	_	-	_	28,448,341
Investments, at fair value	11,975,676	_	_	-	52,022	_	12,027,698
Beneficial interest in trust held by others and other assets	458,909						<u>458,909</u>
	\$ <u>61.324.483</u>	\$ <u>2.480.581</u>	\$ <u>82,512</u>	\$ <u> </u>	\$ <u>201,786</u>	\$ <u>(3,307,069</u>)	\$ <u>60,782,293</u>

LIABILITIES AND NET ASSETS

Comment the billion	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Rhode Island	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Current liabilities:	A A 200 070			•	•	•	
Accounts payable	\$ 2,388,870	\$ 25,812	,	\$ -	\$ -	\$ -	\$ 2,417,236
Accrued expenses	4,750,875	_	22,737	_	_	-	4,773,612
Accounts payable to affiliates			3,307,069	_	-	(3,307,069)	_
Current portion of deferred revenue	1,635,253	33,557	14,995	-	_	_	1,683,805
Current portion of capital lease obligation	20,995	-	_	_	_	_	20,995
Current portion of interest rate swap agreements	348,636	_	_	_	_	_	348,636
Current portion of long-term debt	2,008,973						2,008,973
Total current liabilities	11,153,602	59,369	3,347,355	-	<u> -</u>	(3,307,069)	11,253,257
Other liabilities	1,405,350	12,510	_	_	_	_	1,417,860
Interest rate swap agreements, less current portion	2,293,037	_	_	_	_	_	2,293,037
Long-term debt, less current portion, net	<u>22,285,106</u>						22,285,106
Total liabilities	37,137,095	71,879	3,347,355	-	_	(3,307,069)	37,249,260
Net assets (deficit):							
Unrestricted	16,553,419	2,401,641	(3,269,902)	_	149,764	_	15,834,922
Temporarily restricted	2,642,819	7,061	5,059	_	28,196	_	2,683,135
Permanently restricted	4,991,150				23,826	= _	5,014,976
Total net assets (deficit)	24,187,388	2,408,702	(3,264,843)		<u>201,786</u>	= <u>_</u>	23,533,033
	\$ <u>61,324,483</u>	\$ <u>2,480,581</u>	\$ <u>82,512</u>	\$ <u> </u>	\$ <u>201,786</u>	\$ <u>(3,307,069</u>)	\$ <u>60,782,293</u>

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

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2016

ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Rhode Island	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Current assets:	£ 1.667.033	e 22.471	e 6.520		₽	•	£ 1.606.043
Cash and cash equivalents	\$ 1,667,032	\$ 22,471	\$ 5,539	\$ -	\$ -	3 –	\$ 1,695,042
Short-term investments	2,749,256	-	-	_		_	2,749,256
Accounts receivable from affiliates	915,970	1,946,359	-	-	158,366	(3,020,695)	_
Program and other accounts receivable, net	8,511,811	560,864	166,367	-	1,433	_	9,240,475
Contributions receivable, net	1,011,461	925	38,575	_	_	-	1,050,961
Current portion of assets limited as to use	330,085	_	_	_	_	_	330,085
Prepaid expenses and other current assets	411,896	<u>13,051</u>	38,936	_	_	_	463,883
Total current assets	15,597,511	2,543,670	249,417	-	159,799	(3,020,695)	15,529,702
Assets limited as to use, net of current portion	1,186,340	5,658	_	-	_		1,191,998
Fixed assets, net	26,294,673	57,642	19,571	_	-	-	26,371,886
Property held for sale	252,645	_	-	-	-	_	252,645
Investments, at fair value	11,347,730	_	_	-	51,452	-	11,399,182
Beneficial interest in trust held by others and other assets	254,271						254,271
	\$ <u>54.933.170</u>	\$ <u>2,606,970</u>	\$ <u>268,988</u>	\$ <u> </u>	\$ <u>211,251</u>	\$ <u>(3,020,695</u>)	\$ <u>54,999,684</u>

LIABILITIES AND NET ASSETS

•	* New <u>Hampshire</u>	<u>Vermon</u>	<u>Maine</u>	Rhode Island	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Current liabilities:							
Accounts payable	\$ 1,984,793	\$ 16,10		\$ -	\$ -	\$ -	\$ 2,002,382
Accrued expenses	4,846,594	23,12		_	_	_	4,912,838
Accounts payable to affiliates	_	_	3,020,695	_	_	(3,020,695)	_
Current portion of deferred revenue	772,270	3,80	5,251	_	_	_	781,321
Current portion of capital lease obligation	60,617	_	-	-	-	_	60,617
Current portion of interest rate swap agreements	401,859	_	_	_	_	_	401,859
Current portion of long-term debt	<u>829,680</u>						<u>829,680</u>
Total current liabilities	8,895,813	43,03	3,070,547	_	-	(3,020,695)	8,988,697
Deferred revenue, net of current portion	944,167	_	_	_	_	_	944,167
Other liabilities	1,186,432	5,65	-	_	_	_	1,192,090
Capital lease obligation, net of current portion	20,995	-	_	_	_	_	20,995
Interest rate swap agreements, less current portion	3,086,120	_	_	-	_	_	3,086,120
Long-term debt, less current portion, net	20,205,294			_=_			<u>20,205,294</u>
Total liabilities	34,338,821	48,69	3,070,547	_	_	(3,020,695)	34,437,363
Net assets (deficit):							
Unrestricted	14,515,689	2,543,77	5 (2,800,348)	_	159,799	_	14,418,915
Temporarily restricted	1,202,986	14,50	5 (1,211)	_	27,626	-	1,243,906
Permanently restricted	_4,875,674				23,826		4,899,500
Total net assets (deficit)	20,594,349	2,558,28	<u>(2,801,559</u>)		<u>211,251</u>		20,562,321
	\$ <u>54,933,170</u>	\$ <u>2,606,97</u>	268,988	\$ <u> </u>	\$ <u>211,251</u>	\$ <u>(3,020,695</u>)	\$ <u>54,999,684</u>

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

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	* New			Rhode	Harbor Schools,	Elimin-	
	<u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Island</u>	_lnc	ations	<u>Total</u>
Public support and revenue:							
Public support:							
Contributions, net	\$ 2,330,292	\$ 22,084	\$ 94,429	\$ -	\$ -	\$ -	\$ 2,446,805
Special events, net	1,627,232	3,917	80,125	_	_	_	1,711,274
Annual campaigns, net	292,955	10,473	18,607	_	_	_	322,035
Bequests	<u>288,456</u>						<u>288,456</u>
Total public support	4,538,935	36,474	193,161	-	_	-	4,768,570
Revenue:							
Fees and grants from governmental agencies							
and others, net	54,830,934	5,065,405	1,145,379	_	_	-	61,041,718
Other grants	19,998,951	1,002,769	337,494	_	_	-	21,339,214
Dividend and interest income	556,758	2	_	_	_	_	556,760
Rental income	27,225	_	_	_	_	_	. 27,225
Intercompany revenue	759,869	_	-	_	_	(759,869)	_
Other	<u>129,094</u>	<u> </u>	2,095	<u> </u>			132,189
Total revenue	<u>76,302,831</u>	<u>6,069,176</u>	<u>1,484,968</u>			<u>(759,869</u>)	83,097,106
Total public support and revenue	80,841,766	6,105,650	1,678,129	_	-	(759,869)	87,865,676
Operating expenses: Program services:							
Public health education	272.001	7 170	1.4				202.174
Professional education	272,981	7,179	14	-	-	_	280,174
	30,599	- 5 (20 70)	1 751 400	_	-	-	30,599
Direct services	<u>69,254,921</u>	<u>5,620,706</u>	1,751,400			<u>(41,666</u>)	<u>76,585,361</u>
Total program services	69,558,501	5,627,885	1,751,414	_	_	(41,666)	76,896,134

Supporting services:	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Rhode <u>Işland</u>	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Management and general Fundraising	\$ 7,854,998 	\$ 551,880 <u>75,463</u>	\$ 191,236 	\$ <u>-</u>	\$ <u> </u>	\$(718,203) 	\$ 7,879,911 _1,314,200
Total supporting services	8,894,444	627,343	<u>390,527</u>			<u>(718,203</u>)	9,194,111
Total functional expenses	78,452,945	6,255,228	2,141,941	-	-	(759,869)	86,090,245
Support of National programs	<u>38,326</u>						38,326
Total operating expenses	<u>78,491,271</u>	6,255,228	2,141,941			<u>(759,869</u>)	86,128,571
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	_	-	_	1,737,105
Other non-operating expenses, gains and losses: Change in fair value of interest rate swaps Net realized and unrealized gains on investments Increase in fair value of beneficial interest in	846,306 494,883	- -	<u>-</u>	<u>-</u> -	- -	<u>-</u>	846,306 494,883
trust held by others	6,743	-	_	_	_	_	6,743
Loss on bond refinance	(63,031)	_	-	_	_	_	(63,031)
Loss on sales and disposals of fixed assets	(3,674)	_	528	_	_	_	(3,146)
Other non-operating expenses	<u>(10,417</u>)						<u>(10,417</u>)
	1,270,810	_	528	-	-	_	1,271,338
Loss from discontinued operations	(28,266)				(9,465)		<u>(37,731</u>)
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	_	(9,465)	_	2,970,712
Net assets (deficit) at beginning of year	20,594,349	2,558,280	(2,801,559)		<u>211,251</u>		20,562,321
Net assets (deficit) at end of year	\$ <u>24.187.388</u>	\$ <u>2,408,702</u>	\$ <u>(3,264,843</u>)	\$	\$ <u>201,786</u>	\$ <u> </u>	\$ <u>23,533,033</u>

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

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

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

Supporting services:	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Rhode <u>Island</u>	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Management and general Fundraising	\$ 7,798,973 951,595	\$ 474,841 <u>32,053</u>	\$ 203,676 	\$ 128,416 	\$ <u> </u>	\$(717,316) ———	\$ 7,888,590 1,280,675
Total supporting services	8,750,568	<u>506,894</u>	<u>336,766</u>	292,353		<u>(717,316</u>)	9,169,265
Total functional expenses	72,268,018	5,243,748	2,254,469	1,437,574	_	(742,048)	80,461,761
Support of National programs	<u>37,375</u>						<u>37,375</u>
Total operating expenses	72,305,393	5,243,748	2,254,469	1,437,574		(742,048)	80,499,136
Increase (decrease) in net assets from operations	1,174,987	132,873	(305,952)	(70,284)	_	(28,400)	903,224
Other non-operating expenses, gains and losses: Change in fair value of interest rate swaps Net realized and unrealized gains on investments (Decrease) increase in fair value of beneficial	(668,012) 275,186	<u>-</u>	- -	_ 547	- -	_ _	(668,012) 275,733
interest in trust held by others Loss on sales and disposals of fixed assets Other non-operating expenses	*New Hampshire Vermont Maine Island Schools, Inc. ations \$ 7,798,973 \$ 474,841 \$ 203,676 \$ 128,416 \$ - \$(717,316) \$ 951,595 \$ 32,053 \$ 133,090 \$ 163,937 \$ \$ (717,316) \$ 72,268,018 \$ 5,243,748 \$ 2,254,469 \$ 1,437,574 \$ - \$ (742,048) \$ 3	(4,967) (11,659) (15,341)					
	(425,202)	_	(98)	1,054	_	-	(424,246)
(Loss) gain from discontinued operations	(35,546)				<u>(25,170</u>)	28,400	(32,316)
Increase (decrease) in net assets before effects of deconsolidation of affiliate	714,239	132,873	(306,050)	(69,230)	(25,170)	-	446,662
Deconsolidation of affiliate	(66,702)			(2,187)			<u>(68,889</u>)
Total increase (decrease) in net assets	647,537	132,873	(306,050)	(71,417)	(25,170)	-	377,773
Net assets (deficit) at beginning of year	19,946,812	2,425,407	(2,495,509)	<u>71,417</u>	236,421		20,184,548
Net assets (deficit) at end of year	\$ <u>20,594,349</u>	\$ <u>2,558,280</u>	\$ <u>(2,801,559</u>)	\$	\$ <u>211,251</u>	\$	\$ <u>20,562,321</u>

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

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	* New <u>Hampshire</u>	Vermont	<u>Maine</u>	Rhode <u>Island</u>	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Salaries and related expenses	\$57,687,981	\$4,925,625	\$1,465,432	\$ -	\$ -	\$ -	\$64,079,038
Professional fees	8,463,640	640,027	278,263	_	_	(759,869)	8,622,061
Supplies	2,180,957	38,894	17,731	_	_	_	2,237,582
Telephone	566,435	37,125	15,362	-	_	_	618,922
Postage and shipping	57,742	1,295	2,214	_	_	_	61,251
Occupancy	2,022,811	154,091	168,031	_	_	_	2,344,933
Outside printing, artwork							
and media	71,825	6,754	6,709	_	_	_	85,288
Travel	1,990,758	313,059	28,112	-	_	_	2,331,929
Conventions and meetings	214,857	31,141	11,383	_	_	_	257,381
Specific assistance to individuals	1,025,235	33,829	63,470	_	_	_	1,122,534
Dues and subscriptions	34,018	200	2,994	_	_	_	37,212
Minor equipment purchases-							
and equipment rental	338,335	11,384	1,260	_	_	_	350,979
Ads, fees and miscellaneous	335,912	24,820	71,811	_	-	_	432,543
Interest	986,384	_	_	_	_	_	986,384
Impairment	767,632	_	_	_	_	-	767,632
Depreciation and amortization	1,708,423	<u>36,984</u>	9,169				<u>1,754,576</u>
	\$ <u>78,452,945</u>	\$ <u>6,255,228</u>	\$ <u>2.141.941</u>	\$	\$ <u> </u>	\$ <u>(759,869</u>)	\$ <u>86,090,245</u>

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

	* New			Rhode	Harbor Schools,	Elimin-	
	<u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Island</u>	Inc.	ations	<u>Total</u>
Salaries and related expenses	\$53,147,566	\$4,128,114	\$1,550,620	\$1,105,464	\$ -	s –	\$59,931,764
Professional fees	7,779,938	556,818	301,646	162,205	_	(742,048)	8,058,559
Supplies	1,883,406	31,831	30,059	8,983	_	_	1,954,279
Telephone	615,192	23,916	12,698	9,801	_	_	661,607
Postage and shipping	57,240	960	1,763	2,156	_	_	62,119
Occupancy	2,328,611	114,258	171,692	82,757	_	_	2,697,318
Outside printing, artwork							
and media	76,765	2,859	6,591	4,829	_	_	91,044
Travel	1,961,465	198,693	20,583	43,876	-	_	2,224,617
Conventions and meetings	157,815	33,290	8,269	4,856	_	_	204,230
Specific assistance to individuals	985,280	96,210	84,270	_	_	_	1,165,760
Dues and subscriptions	31,436	40	4,163	540	_	_	36,179
Minor equipment purchases-							•
and equipment rental	290,959	15,906	7,265	873	_	_	315,003
Ads, fees and miscellaneous	488,288	18,789	34,363	1,007	-	_	542,447
Interest	912,296	_	_	_	_	_	912,296
Depreciation and amortization	<u>1,551,761</u>	22,064	20,487	10,227			1,604,539
	\$ <u>72,268,018</u>	\$ <u>5,243.748</u>	\$ <u>2,254,469</u>	\$ <u>1.437.574</u>	\$ <u> </u>	\$ <u>(742,048</u>)	\$ <u>80.461.761</u>

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

Easter Seals New Hampshire, Inc.; 555 Auburn Street; Manchester, NH 03103 2019 Board of Directors

Chairman

Matthew Boucher

Past Chairman

Andrew MacWilliam

Vice Chairman

Tom Sullivan

Vice Chairman

Charles S. Goodwin

Treasurer

Bryan Bouchard

Assistant Treasurer

Charles Panasis

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Leslie Thompson

Farnum Center-Rep

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Doris Labbe

Ben Gamache

Rick Courtemanche

Bob Litterst

Grant Morris

Christine Williams

Elizabeth Lamontagne

Carl Tourigny

Linda Roth

Mary Flowers

Tracey Pelton

General Counsel & Assistant Secretary

(non-voting member)

Bradford Cook, Esq.

Assistant Secretary

(non-voting member)

Betty Burke

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

Employment

7/88 to Present

President, Chief Executive Officer

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

6/85 - 7/88

Executive Vice President

Vice President

8/75 - 6/85

Deputy Executive Director

Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

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

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

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9/71 - 8/75

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

Manchester, NH 03103

Position: Facilities Director, Easter Seal School

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

9/70 - 7/71

New Hampshire Department of Education

Keene Public Schools Keene, NH 03431

Position: Special Education Consultant

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

2/69 - 8/70

Gary Public Schools

Gary, IN

Position: Teacher, Special Education

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

9/67 - 1/69

Charlottesville Public Schools

Charlottesville, VA

Position: Teacher M.R. - Department Chairman

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

LIGammon page 3

Education

9/62 - 8/66

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

9/66 -8/67

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

Service

National

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

Local

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

Recognition

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

Elin Treanor Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103

CAREER SUMMARY:

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

SKILLS & EXPERIENCE:

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

WORK HISTORY:

2012 - Present	Easter Seals New Hampshire, Inc., Manchester, NH Chief Operating Officer/Chief Financial Officer Oversee all program and fiscal management of multi- corporate, multi-state entity.
1994 – 2012	Easter Seals New Hampshire, Inc., Manchester, NH Senior Vice President & Chief Financial Officer Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.
1 988 1994	Easter Seal Society of NH, Inc., Manchester, NH <u>Vice President of Finance</u> Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$190,000 surplus in 1989 and surpluses every year thereafter.
1984 – 1988	Easter Seal Society of NH, Inc., Manchester, NH Controller Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate

reorganizations to multiple entities and external corporate

mergers and acquisitions.

1982 - 1984 Easter Seal Society of NH, Inc., Manchester, NH

Chief Accountant

Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit

work, procedures and monitoring systems.

1981 - 1982 Easter Seal Society of NH, Inc., Manchester, NH

Accountant

Promoted to take charge of general ledger, reconciliations and

financial reporting. Established chart of accounts, fund

accounting system and internal controls.

1980 - 1981 Easter Seal Society of NH, Inc., Manchester, NH

Internal Auditor

Handled accounts payable, cash flow, grant billing and review

of general ledger accounts.

1974 - 1980 Marshalls, Peabody, MA

Senior Clerk

Worked as cashier, customer service representative and

bookkeeper, while attending college.

EDUCATION:

1989 New Hampshire College, Hooksett, NH

Masters in Business Administration

1980 Bentley College, Waltham, MA

Bachelor of Science, Accounting Major

1977 North Shore Community College, Beverly, MA

Associates Degree, Accounting Major

SERVICE:

National Easter Seals:

Leader of Northeast Region Chief Financial Officers Treasurer of Northeast Region Leadership Association

Past Chairman of the Quality Council

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which
 others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the
 events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly
 and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them
 in their fundraising activities.

Senior Director of Development

Nov. 2014 - Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 - Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 - October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 - December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/Director, Saint Anselm Phone-a-thon

June 2005 - June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating
 of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 - June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 - September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board Diocesan School Board – New Hampshire Goffstown Junior Baseball Board Sept. 2010 – Sept. 2016 June 2014 – present January 2016 - present

Tina M. Sharby, PHR

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

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

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution Policy development and implementation Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources

Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

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

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

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

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

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

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

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

EDUCATION

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

ORGANIZATIONS

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

NANCY L. ROLLINS

EXPERIENCE

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

Chief Strategy Officer

November 2016 - Present

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

Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

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

New Hampshire State Director for Strategic Development and Public Policy

January, 2014 – October
25, 2016

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

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

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

Associate Commissioner

March, 2006 - January, 2014

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

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

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

January, 2006 - March, 2006

Interim Director

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

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

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301

July 1995 - January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

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

August 1994 - July 1995

Deputy Director

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

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

February 1993 - July 1994

Administrator of Children's Mental Health Services

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

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

March 1990 - July 1994

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

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

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

March 1989 - March 1990

Program Planning and Review Specialist

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

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

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

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

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

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

Hartford Neighborhood Centers

Mitchell House Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

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

Springfield Girls Club/ Family Center

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

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

EDUCATION

Master of Social Work

University of Connecticut School of Social Work West Hartford, Connecticut

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

Bachelor of Science, Cum Laude

Springfield College Springfield, Massachusetts

Degree conferred, May 1985
Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty

January 2001 - Dec. 2005

Springfield College School of Human Services Manchester, New Hampshire Adjunct Faculty

May 1999 - August 2005

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

December 1997 – December 1999

University of New Hampshire School of Health and Human Services Department of Social Work Adjunct Faculty

September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

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

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup

February 2015 - Present

Center on Aging and Community Living Advisory Board

September 2014 - Present

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

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

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

National Advisory Committee, Positioning Public Child Welfare Initiative: Strengthening Families

For the 21^M Century this initiative is co-sponsored by the National Association of Public Child Welfare

Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council

January 2006 - 2011

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

August 2013

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

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

NASMHPD representative to the Children's Mental Health Subcommittee

Chair, NASMHPD President's Task Force on Returning Veteran's

Board Member Member-at-Large 2011-2013

Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present

NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013

NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health

Policy, "Building Bridges and Support for Children Exposed to Domestic Violence, Child

Welfare and Juvenile Justice", Atlanta, Georgia, Oct. 26 and 27, 2011.

NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association

SMHRCY Representative to Children's Mental Health Subcommittee and

NAPCWA Executive Committee, 1991 - 1994

NH State Child Welfare Representative, 1995- Present

NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004

NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005

NAPCWA President, January 2005 - January 2006

New England Association of Child Welfare Commissioners and Directors

Judge Baker Children's Center, Boston, Mass.

Committee Member, 1995 - January 2006

Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers

September 1999 - 2003

25 Walker Street

Concord, New Hampshire

State Advisory Board - Member- at-large

University of New Hampshire

School of Health and Human Services

Department of Social Work

September 1998 – September 2002

Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health

1995 - 1998

Georgetown University Child Development Center

Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)

NH State Representative, 1989 - 1994

Executive Committee, 1992 - 1994

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

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children

Board of Directors Regional Member, Holyoke, MA

1988 - 1989

Massachusetts Association of Substance Abuse Service Providers (MASASP)

Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town of New London appointed by Town Board of Selectmen.

Vice Chair of the Commission, Serve on the Executive Committee

2012 - 2016
2014 - 2016

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

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

2012 – 2014

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

New London, Board of Selectmen

Elected, May 2014- Present
Chair, May 2015 -2016

Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

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

Awarded the "Commander's Award for Civilian Service" for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

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

John D. Soucy, MSW, LICSW

EDUCATION

May 1994

Master of Social Work

Boston College Graduate School of Social Work

Clinical Concentration

May 1991

B. A. University of New Hampshire

Major: Psychology Minor: Judicial Studies

EMPLOYMENT

May 2009-

Easter Seals of NH

Present

Senior Vice President of Children's Services

Residential and Educational Services

Zachary Road- 106 bed residential facility, psychiatric and neurobehavioral Lancaster Treatment Facility ad School- 27 bed residential facility, psychiatric and neurobehavioral

Boy Intensive Residential Treatment- 16 bed residential facility, psychiatric and neurobehavioral

Krol House- 5 bed residential facility, psychiatric and neurobehavioral Zachary Road School 60 students with neurobehavioral disabilities Jolicoeur School 70 students with psychiatric disabilities

Early Support and Services

Salem- In home and outpatient services for ages birth to 3 (PT, OT and Speech) Manchester- In home services for ages birth to 3 (PT, OT and Speech)

Child Development Services

West Side Manchester- 225 children pre-school program and community resource center

Auburn Street-75 children pre-school program

Autism Services

Clinic and In-home services for children with autism-Applied Behavioral Analysis Camp

Camp-Sno Mo-Summer Camp for children with special needs

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

Department of Education

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

May 1990- Odyssey House of New Hampshire May 2009

April 2001-

Director of Operations

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

October 1999--July 2003- ---

Program Director

-- Odyssey-House Adolescent-Therapeutic Center ---- -

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

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

June 1997-July 2003

Program Director

Odyssey Blue Heron Inn

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

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

Responsible for maintaining all licenses and certifications

September 1995-December 1999

Program Director

Odyssey PACE Program

(14 bed diagnostic program, adolescents)

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

June 1998-December 1999

Program Director

Odyssey PACE Maine

(Diagnostic program for latency aged children, opened January 1999)

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

March 1995-September 1995

Clinical Coordinator/ Assistant Director

Odyssey PACE Program

(14 bed diagnostic program, adolescents)

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

January 1993-March 1995

Therapist

Odyssey House Adolescent Therapeutic Center

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

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

June 1991-

Primary Care Giver

January 1993 Odyssey House Adolescent Therapeutic Center

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

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

June 1990-September 1990 Vocational Teacher's Assistant (Summer employment)

Odyssey House Adolescent Therapeutic Center

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

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

May 1990-June 1990 Overnight Counselor (Summer employment)

Odyssey Stark House

(All female long term residential treatment program)

September 1992-May 2009 Family Assessment Consultant

Conduct in-home Family Assessment for the courts

John A. Tuttle

Education

State of New Hampshire and Massachusetts, School Administration Certificate

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

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

Professional Experiences

Vice President of Educational Services, Easterseals of NH (11/16 - Present)

Director of Operations - Educational Services Easter Seals of New Hampshire (6/09 - Present)

Director of Operations Res/Ed, Easter Seals Harbor Schools (6/08 - 6/09)

The Director of Operations is responsible for assuring quality services, quality improvement processes, long range strategic planning, and development of new and existing marketing opportunities. Responsible for the coordination and cooperative inter-relationships of all program components. Assures the coordination of educational services and residential programs.

Identify problem areas and implement corrective action to ensure customer satisfaction.

- Develop and monitor budgets, identified trends and problems while using the information to make program decisions.
- Develop new business by working collaboratively with funding sources.

Oversee Referrals to programs.

- Oversight of the student discipline/behavior management policy and behavior support and intervention policies to include physical restraint.
- Document and report information as required by state, agency and department.
- Demonstrate and apply knowledge of fiscal and personnel management, state and federal laws, certification process, development of program services and delivery.
- Develop and maintain relationships with clients, families, guardians, and fundors to provide comprehensive services to our customers.

Coordinator of Education, Easter Seals of New Hampshire (6/04 to 6/08)

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

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

Behavior Specialist, Easter Seals of New Hampshire (8/03 to 6/04)

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

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

Training Specialist, Easter Seals of New Hampshire (1/99 to 8/03)

The Training Specialist is responsible for the training of all staff in the educational and residential (facility and community based) programs in Therapeutic Crisis Interventions (ICI), First Aid and CPR, for the state of NY, NH and VT.

Provide various trainings to staff at Easter Seals facilities

Track and monitor staff member status regarding completion of state and agency required trainings

Alert supervisors of staff members requiring initial trainings and training updates

 Research alternative specialized interventions/trainings that may be appropriate for various populations in order to address the changing needs of Easter Seals consumers

Meet with Easter Seals supervisors on a monthly basis to discuss TCI implementation issues in the workplace

- Observe staff utilization of ICI techniques and assess whether interventions are being conducted accurately and
 effectively in the milieu
- Model ICI techniques for staff in the milieu to provide ongoing training of various interventions

Provide trainings to outside agencies, facilities, etc. in the community as needed

Review all documented incident reports and create a database to track precursors and patterns

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

Professional Development

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

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

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

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

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

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

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

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

EASTER SEALS NH, INC.

Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
Larry J. Gammon	President & CEO	\$363,713	0%	\$0
Elin Treanor	CFO	\$240,000	0%	\$0
Joseph Emmons	SVP, Development	\$120,000	0%	\$0
Tina Sharby	CHRO	\$162,650	0%	\$0
Nancy Rollins	C00	\$145,000	0%	\$0
John Soucy	SVP, Programs	\$133,900	0%	\$0
John Tuttle	VP, Education Services	\$111,394	0%	\$0



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

January 12, 2018

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

REQUESTED ACTION

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

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

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

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

Easter Seals Education Program (Vendor #177204-B005)

555 Auburn Street, Manchester, NH 03103 **SFY** Class/Object Class Title **Activity Code** Contract Amount 2018 571-500929 Pass Thru Grants 42107501 \$62,711 2019 571-500929 Pass Thru Grants 42107501 \$10,250 Subtotal: \$72,961

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

19 North Fruit Street, Concord, NH 03301

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

Mount Prospect Academy (Vendor # 168139-B001)

PO Box 58, 354 Main Street, Plymouth, NH 03264

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

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

PO Box 417, 40 Park Lane, Contoocook, NH 03229

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

Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162,133 River Road, Suncook, NH 03275

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

Spaulding Youth Center (Vendor #154273)

72 Spaulding Road, Northfield, NH 03276

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

EXPLANATION

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

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

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds.

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

Respectfully submitted.

Joseph E. Ribsam, Jr.

Director

Approved by:

Jeffrey A. Meyers Commissioner Subject: Title | Programs for DCYF (RFA-2017-DCYF-07-TITLE-01)

بعثور

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857		
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103-4800		
1.5 Contractor Phone Number 603-623-8863	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation \$72,961	
Contracting Officer for State E. Maria Reinemann, Esq. Director of Contracts and Procur	-	1.10 State Agency Telephone N 603-271-9330		
1.11 Contractor Signature - United	of //H , County of AL	1.12 Name and Title of Contractor Signatory Elin Treans		
On Jan 9, 2017, before proven to be the person whose na indicated in block 1.12. 1.13.1 Signature of Notary Publication (Seal)	the undersigned officer, personall time is signed in block 1.11, and action of the Peace	y appeared the person identified in knowledged that s/he executed thi	s document in the capacity	
1.13.2 Name and Title of Notary	y or Justice of the Peace	CYNTHIA ROSS, Notery Public My Commission Expires March 12, 2	019	
1.14 State Agency Signature 1.16 Approval by the N.H. Depa	Date: 1/18/15	1.15 Name and Title of State Agency Signatory Togg Personnel (If applicable)		
By:		Director, On:		
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On: Chapticalle 1.18 Approval by the Governoy and Executive Council (if applicable)				
By:	and Executive Council (if applica	On:	7	

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

Page 2 of 4

Contractor Initials ET
Date //9/10/9

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 of termination;
 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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Contractor Initials ET

Date 1/9/10/6

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 ET

Date 1/9/10/8



Scope of Services

1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.
- 1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Contractor Initials ET

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Title I Part D, Subpart 1, Section 2 – Institution October, 2016 Page 1

Joliceour School Program for DCYF Easter Seats NH - Robert B. Joliceour School

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

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

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

			Title I Part D, Subper	rt 1, Section 2 – Instituti	on
	vocabulary test or QRI-5 Informal assessment as appropriate to student population with IEPs.			per, 2016 Page	ite i Program for
Vocational Outcomes					DCYF
Career Development	To enahone student knowledge of career clusters.	Students will identify two or more employment interest and/or careers.	Career cluster interest survey.	Director of Guidance	
Vocational Education	Enhance student real world employment opportunites for the 21st century.	Students will enhance their worker behaviors while simultaneously working on their employment skills.	Vocational Behavior Abilities and skills and/or Employee Behavior Checklist. Plus situational assessments. Participation in Job/Career Fairs will increase.	Director of Guidance	Exhibit A-1
Transition	Enhance students' knowledge of supports and/or resources post high school.	Students will be able to identify specific supports within their home community.	Students connecting with Vocational Rehab and/or Employment Center. Transitional activities embedded within the school program.	Director of Guidance	

Exhibit A-1

Title I Part D, Subpart 1, Section 2 – Institution October, 2016 Page 3 of 6

Easter Seals NH - Robert B. Joliceour School Institution Name

2. Scope of Project

A. Students to Be Served

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

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

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

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

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C.	Transi	uon (mator

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

Roger Pinard
Name of Individual

<u>Director of Guidance</u> Title of Individual

Kara Leitner
Name of Individual

Special Education Coordinator Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 85 divided by Total T1 D staff FTE $\underline{2} = 45.5$ to 1

RFA-2017-DCYF-07-TITLE-01 Easter Seals NH

Exhibit A-1

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Contractor Initials Est Date 1/9/10/1

Title I Part D, Subpart 1, Section 2 – Institution October, 2016 Page 4 of 6

Easter Seals NH - Robert B. Joliceour School Institution Name

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

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

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

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

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

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

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

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

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

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

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

RFÁ-2017-DCYF-07-TITLE-01 Easter Seals NH

Exhibit A-1

4 of 6

Contractor Initials ET

Date //////8

Title I Part D, Subpart 1, Section 2 – Institution
October, 2016 Page 5 of 6

Easter Seals NH - Robert B. Joliceour School Institution Name

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

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

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

F. Transition Services:

 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. <u>It is required to set-aside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.</u>

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

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

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

G. Professional Development:

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

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

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

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

RFA-2017-DCYF-07-TITLE-01 Easter Seals NH

Exhibit A-1

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Contractor Initials ET

Exhibit A-1

Title 1 Part D, Subpart 1, Section 2 – Institution October, 2016 Page 6 of 6

Easter Seals NH - Robert B. Joliceour School Institution Name

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

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

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

H. Coordination:

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

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

RFA-2017-DCYF-07-TITLE-01 Easter Seals NH

Exhibit A-1 6 of 6 Contractor Initials $\frac{\mathcal{E} \mathcal{T}}{\mathcal{I}}$ Date $\frac{1/9/r_0/8}{2}$



Exhibit B

Method and Conditions Precedent to Payment

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

DCYF Fiscal Administrator
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services Title I Programs for the Division for Children, Youth and Families (DCYF)



Exhibit B

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

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

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

Exhibit 8-1

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Date 1/9/12/

Easter Seals

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

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

Exhibit B-2 Page 1 of 1 Contractor Initials ET

Date 1/9/10/9

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

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

Exhibit B-3 Page 1 of 1 Contractor Initials Date 1/9/10/1



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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Date	1/9/1018

Exhibit C - Special Provisions

06/27/14

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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 quardian.

Exhibit C - Special Provisions

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Date //9/h//



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 Ownershlp: 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: Comptlance 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, bylaws 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

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoi/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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Date //4//

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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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Exhibit C - Special Provisions

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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

- 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 no event shall the state be required for a reduction, termination, or modification of appropriated or available funds. The State hell have the
 - of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

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

Exhibit C-1 - Revisions to General Provisions Contrac

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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

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2 Contractor Initials ET

Date 1/9/w/8

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

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

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

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

Contractor Name:

1/9/10/8

Title:

E1, 1

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Initials ___



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;

- 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:

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Name: Elintremns

Title:

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 1/9/2018

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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

- 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 "voluntarity 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).
- 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

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Date

1/9/1018

Name: ElinTrea

Title: CFD

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

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Date 1/9/10/8

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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	87
	Contractor Initials Certification of Compliance with requirements pertaining to Federal Nondscrimination, Equal Treatment of Faith-Based Organizations	
8/27/14	and Whisseblower protections	1/4/10/1



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:

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

Contractor Name:

1/9/10/5 Date

Name:

Title:

Exhibit G

Contractor Initials

Date 1/9/1748



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:

 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:

Date

Name: ElinTream

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials ET

CU/DHH3/110713



HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) <u>Definitions</u>.

- 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.
- <u>"Covered Entity"</u> 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.
- 9. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials 27



- "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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initials

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Contractor Initials ET



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.
- 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.
- I. 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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6

Contractor Initials



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.
- 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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials



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

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

Department of Health and Human Services	Egotorsen's NH
The State	Name of the Contractor
	Eliter
Signature of Authorized Representative	Signature of Authorized Representative
Dosph Kism	Elin Treamor
Name of Authorized Representative	Name of Authorized Representative
Draily 10cy1=	CFO
Title of Authorized Representative	Title of Authorized Representative
118/18	1/9/hor
Date	Date

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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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: Egster sents NH

CU/DHH5/110713



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: <u>085573</u> 467
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, subcontract 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?
	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?
	NOYES
	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:

ance Contractor trittals



DHHS INFORMATION SECURITY REQUIREMENTS

- 1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policles and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information whereapplicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations, "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce. Breach notifications will be sent to the following email addresses:
 - 2.7.1.1, DHHSChiefInformationOfficer的dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

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Exhibit K DHHS Information Security Requirements Page 1 of 2

Contractor Initials 27



Exhibit K

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

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
- 3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
- 4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
- 6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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DHHS Information Security Requirements Page 2 of 2

Contractor Initiats _____



New Hampshire Department of Health and Human Services Title I Programs for DCYF

State of New Hampshire Department of Health and Human Services Amendment #1 to the Title I Programs for DCYF Contract

This 1st Amendment to the Title I Program for DCYF contract (hereinafter referred to as "Amendment #1") dated this 14th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Merrimack Valley Day Care Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 19 North Fruit Street, Concord NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: August 31, 2019.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$47.870.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Section 3 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Section 3, to read:
 - The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1 through Exhibit B-5.
- 6. Delete Section 4.2 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Section 4.2, to read:
 - 4.2 Allowable costs, expenses, and fees are those included in Exhibit B-1 through Exhibit B-5.
- 7. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8.1 in its entirety and replace with Section 8.1, to read:
 - 8.1 The Contractor shall submit supporting documentation that supports evidence of actual expenditures, in accordance with Exhibit B-1 through Exhibit B-5.



New Hampshire Department of Health and Human Services Title I Programs for DCYF

- 8. Add Exhibit B-4, Amendment #1, Budget Sheet.
- 9. Add Exhibit B-5, Amendment #1, Budget Sheet
- 10. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,



New Hampshire Department of Health and Human Services Title I Programs for DCYF

	State of New Hampshire Department of Health and Human Services
12/20/18 Date	Name: Title:
12 2 8 Date	Marimack Valley Day Care Services Marianne Borter Title: Executive Director
Acknowledgement of Contractor's signature) :
State of <u>NH</u> County of <u>Me</u> undersigned officer, personally appeared the bethe person whose name is signed above capacity indicated above.	mimack on <u>Dec. 12/18</u> , before the e person identified directly above, or satisfactorily proven to e, and acknowledged that s/he executed this document in the
Michelle Hungar Signature of Notary Public or Justice of the	_
Signature of Notary Public or Justice of the	Peace
Michelle Johnson-Notary Name and Title of Notary or Justice of the F	Peace 2020
My Commission Expires: 10-7-20	ARY PUBLISHED



New Hampshire Department of Health and Human Services Title | Programs for DCYF

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Name: Manual Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Name: Title:

Exhibit B-4, Amendment #1, Budget Sheet DCYF Title I Program 2018-2019 School Year (SFY19) Budget

Line Item	. Amount
Salaries	\$9,623
Contracted Services - Curriculum consultant for math and reading	
Professional Development Activities	\$200
Supplies and Materials	\$1,000
Books	\$400
Other (Administration)	\$600
Total	\$11,823

Exhibit B-5, Amendment #1, Budget Sheet DCYF Title I Program 2019 Summer School (SFY20) Budget

Line Item	Amount
Salaries	\$5,104
Contracted Services - Curriculum consultant for math and reading	
Professional Development Activities	\$2,000
Books	\$400
Other (Administration)	\$375
Total	\$7,879

Exhibit K



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
 - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "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.

1. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Exhibit K DHHS Information Security Requirements

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DHHS Information Security Requirements

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information
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DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safequard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information
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DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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Date 21218

Exhibit K



DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. **PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MERRIMACK VALLEY DAY CARE SERVICE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62837

Certificate Number: 0004189601



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of September A.D. 2018.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I, Amy Goldetein 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 DCC_11,2618 (Date)
RESOLVED: That the EXECUTIVE DIRECTOR (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 12th day of DECEMBER, 2018. (Date Contract Signed)
4. MARIANNE BARTAR is the duly elected EXECUTIVE DIRECTOR (Name of Contract Signatory) (Title of Contract Signatory)
of the Agency. Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE
County of Merrimack
The forgoing instrument was acknowledged before me this tay of day of day of day of day of tay of tay of tay of tay of tay of tay of
(Name of Elected Officer of the Agency)
(Notary Public/Justice of the Peace)
(NOTARY SEAL) (NOTARY SEAL)
Commission Expires: 10-7-20 Commission Expires: 10-7-20 Commi

Client#: 494330 MERRIVAL2

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2018

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

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

and the second s							
PRODUCER	CONTACT Chris Smith PHONE (A/C, No, Ext): FAX (A/C, No): 877-775-0110						
USI Insurance Services LLC							
3 Executive Park Drive, Suite 300	E-MAIL ADDRESS: christine.smith@usi.com						
Bedford, NH 03110	INSURER(S) AFFORDING COVERAGE	NAIC #					
855 874-0123	INSURER A : Great American Insurance Co	16691					
	INSURER B : Technology Insurance Co, Inc.	42376					
Merrimack Valley Day Care Service, Inc.	INSURER C:						
dba Blueberry Express Day Care Center	INSURER D:						
19 North Fruit Street	INSURER E :						
Concord, NH 03301	INSURER F:	<u> </u>					

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY			MAC505166113	10/01/2018	10/01/2019	EACH OCCURRENCE	s1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s1,000,000
						[MED EXP (Any one person)	s 5,000
							PERSONAL & ADV INJURY	s1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s2,000,000
l	X POLICY PRO-	}					PRODUCTS - COMP/OP AGG	s2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY			CAP505179513	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
i	OTUA YNA				1		BODILY INJURY (Per person)	\$
	OWNED X SCHEDULED AUTOS				Ì		BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s
	EXCESS LIAB CLAIMS-MADE	}					AGGREGATE	\$
	DED RETENTION\$							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3684848	01/24/2018	01/24/2019	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A			,	,	E.L. EACH ACCIDENT	\$100,000
	(Mandatory in NH)	"'^					E.L. DISEASE - EA EMPLOYEE	s100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000
								,
								:

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

Operations: Day Care Centers

CERTIFICATE HOLDER	CANCELLATION
State Of New Hampshire DHHS 129 Pleasant St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
,	AUTHORIZED REPRESENTATIVE
	but Tuestell

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Merrimack Valley Day Care Service Mission statement

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

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

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

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

AUDITED FINANCIAL STATEMENTS
December 31, 2017 and 2016
SINGLE AUDIT REPORTS

December 31, 2017

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS
46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX# (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Merrimack Valley Day Care Service (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the 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 of material misstatement.

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

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our 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 Service's of December 31, 2017 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.

Prior Period Financial Statements

The financial statements of Merrimack Valley Day Care Service as of December 31, 2016 were audited by other auditors whose report dated, July 12, 2017, expressed an unmodified opinion on those statements.

Summarized Comparative Information

In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

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, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated July 9, 2018, on our consideration of Merrimack Valley Day Care Service's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Merrimack Valley Day Care Service's 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 Service's internal control over financial reporting and compliance.

Rowley & Associates, P.C. Concord, New Hampshire

Rowle a Servictor, PC

July 9, 2018

Merrimack Valley Day Care Service Statements of Financial Position December 31, 2017 and 2016

	2017	2016			
ASSETS					
CURRENT ASSETS					
Cash, unrestricted	\$ 272,743	\$ 390,084			
Cash, temporarily restricted	22,051	-			
Accounts receivable	45,130	30,975			
Other receivables	30,000	30,000			
Prepaid Expenses	1,124	2,855			
Total Current Assets	371,048	453,914			
PROPERTY AND EQUIPMENT					
Land	105,000	105,000			
Buildings and improvements	1,211,939	719,825			
Equipment	259,759	254,368			
	1,576,698	1,079,193			
Less Accumulated Depreciation	(808,278)	(780,099)			
Total Property and Equipment, Net	768,420	299,094			
·					
Total Assets	\$ 1,139,468	\$ 753,008			
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES		·			
Current Portion of Long-Term Debt	\$ 4,719	\$ 3,235			
Accounts Payable	13,130	13,914			
Accrued Expenses	123,352	152,555			
Total Current Liabilities	141,201	169,704			
LONG-TERM LIABILITIES					
Long-Term Debt, Net of Current Portion	113,386	-			
NET ASSETS					
Unrestricted	862,830	421,279			
Temporarily Restricted	22,051	162,025			
Total Net Assets	884,881	583,304			
Total Liabilities and Net Assets	\$ 1,139,468	\$ 753,008			
TOTAL TURNITUES RUN 14ct Wasers	Ψ 1,137, 100	ψ 100,000			

Merrimack Valley Day Care Service Statements of Activities Years Ended December 31, 2017 and 2016

	Unrestricted	Temporarily Restricted	Total 2017	Total 2016
Revenue and Support Program service fees Grants and contributions, cash Grants and contributions, non-cash Other revenue Interest income Total Revenue and Support	\$ 1,557,426 168,570 48,159 357 1,774,512	\$ 34,582 199,996	\$ 1,557,426 203,152 199,996 48,159 357 2,009,090	\$ 1,498,966 227,173 211,262 204 1,937,605
Release from donor imposed restrictions	374,552	(374,552)		-
Expenses Program Administrative Fundraising Total Expense	1,456,111 243,237 8,165 1,707,513	- - - -	1,456,111 243,237 8,165 1,707,513	1,420,025 279,641 1,699,666
Increase (decrease) in net assets	441,551	(139,974)	301,577	237,939
Net assets, beginning of year	421,279	162,025	583,304	328,015
Prior period adjustment				17,350
Net assets, end of year	\$ 862,830	\$ 22,051	\$ 884,881	\$ 583,304

Merrimack Valley Day Care Service Statement of Functional Expenses Year Ended December 31, 2017 With Comparative Totals for Year EndedDecember 31, 2016

	Program Services		Administrative		Fac	Fundraising		Total 2017		Total 2016	
Salaries and wages	\$	804,820	S	143,609	\$	7,500	\$	955,929	s	974,885	
Payroll taxes		62,137		11,270		577		<i>7</i> 3,984		74,410	
Pension expense		-		8,003		63		8,066		8,398	
Other employee benefits		2,285		905		25		3,215		24,843	
Insurance		1,730		36,069		-		37,799		12,100	
Repairs and maintenance		41,586		1,420		-		43,006		46,414	
Utilities		19,278		808		_		20,086		23,796	
Office and classroom supplies		26,680		14,033		-		40,713		30,944	
Advertising and publicity		314		4,303		-		4,617		•	
Food		459,487				-		459,487		462,751	
Interest expense		1,315		_		-		1,315		146	
Educational programs		1,613		3,238		•		4,851		-	
Staff training and meetings		3,105		671		-		3,776		3,629	
Memberships and subscriptions		10		1,274		-		1,284		995	
Professional services		312		8,160		-		8,472		6,945	
Travel and vehicle		2,069		580		_		2,649		4,183	
Miscellaneous	•	1,191		8,894		-		10,085		6,675	
Depreciation expense		28,179		•		•		28,179		18,552	
Total Expenses	S	1,456,111	\$	243,237	\$	8,165	<u>s</u>	1,707,513	<u>s</u>	1,699,666	

Merrimack Valley Day Care Service Statements of Cash Flows Years Ended December 31, 2017 and 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	\$ 301,577	\$ 237,939
Adjustments to Reconcile Increase in Net Assets to Net Cash		
Provided by Operating Activities	(00.051)	
Change in restricted cash	(22,051)	-
Non-cash contribution of property and equipment Depreciation	(199,996) 28,179	18,552
(Increase) Decrease in Operating Assets:		
Accounts Receivable	(14,155)	44,708
Other Receivables	-	(3,333)
Prepaid Expenses	1,731	(2,476)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	(784)	(986)
Accrued Expenses	(29,203)	(8,473)
Other Liabilities	•	2,250
NET CASH PROVIDED BY OPERATING ACTIVITES	65,298	288,181
NEI CASH I KOVIDED DI GILLIANI		
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash Paid for Acquisition of Property and Equipment	(297,509)	(44,660)
NET CASH USED BY INVESTING ACTIVITIES	(297,509)	(44,660)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Proceeds (Repayment) of Long-Term Debt	114,870	(4,753)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITES	114,870	(4,753)
NET INCREASE (DECREASE) IN UNRESTRICTED CASH	(117,341)	238,768
CAST AT DECIMINAC OF VEAD	390,084	151,316
UNRESTRICTED CASH AT BEGINNING OF YEAR		
UNRESTRICTED CASH AT END OF YEAR	\$ 272,743	\$ 390,084
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for: Interest	\$ 1,315	\$ 146
Total cost of property and equipent Non-cash contribution of property and equipment Cash paid for property and equipment	497,505 (199,996) \$ 297,509	<u> </u>

Notes to Financial Statements Years Ended December 31, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Merrimack Valley Day Care Service, "the Organization", 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.

Significant Accounting Policies

The financial statements of the Organization have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Organization, and the Organization's conformity with such principles, are described below. These disclosures are an integral part of the Organization's financial statements.

Financial Statement Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. The Organization additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

Grants Receivable and Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

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.

Compensated Absences

Employees of the Organization are entitled to paid vacation depending on job classification, length of services, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of December 31, 2017 and 2016 in the amounts of \$85,806 and \$109,964, respectively.

Allocation of Expenses

The Organization allocates expenses among program services, management and general, and fundraising based on direct costs and other factors, including space utilization and time.

Notes to Financial Statements Years Ended December 31, 2017 and 2016

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Property and Equipment

It is the Organization's policy to capitalize property and equipment over \$2,500 and all expenditures for repairs, maintenance, renewals and betterments that prolong the useful lives of assets. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor as restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property and equipment are depreciated using the straight-line method. The ranges of useful lives are as follows:

Building and Improvements 39 Years Equipment 3-7 Years

Depreciation expense recorded by the Organization for the years ended December 31, 2017 and 2016 was \$28,179 and \$18,552, respectively.

Income Taxes

The Organization is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of December 31, 2017 and 2016.

NOTE B - RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets consist of funds received by the Organization, restricted as to use or time. The restrictions are considered to expire when payments are made. As of December 31, 2017 and 2016 respectively, the temporarily restricted net assets are available for the following purpose:

	<u> 2017</u>	<u> 2016</u>
Building Fund	\$ 18,289	\$162,025
MJW Blueberry Gift	2,000	-
Refugee Sports Project	<u>1,762</u>	<u>-</u>
Total	\$ 22.051	\$162,025

NOTE C - PROGRAM SERVICE FEES

Net Service fees provided for the years ended December 31 were as follows:

	<u>2017</u>	<u> 2016</u>
Child Day Care Services	\$ 404,075	\$ 393,965
USDA	559,180	540,036
Division of Children and Youth Services	88,341	55,232
Private Pay	<u>505.830</u>	509,733
Total	\$1.557.426	\$1,498,966

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Notes to Financial Statements Years Ended December 31, 2017 and 2016

NOTE D - LONG-TERM NOTES

As of December 31, 2017 and 2016, long-term debt consists of the following:

	_2017	2016	
Note payable to the City of Concord, in monthly installments of \$408 including interest at 2.5% through August 2017, collateralized by all Organization assets.	\$ -	\$ 3,235	
Note payable to the City of Concord, in monthly installments of \$408 including interest at 2.5% through August 2017, collateralized by all Organization assets.	<u>118,105</u>		
Total Less Current Portion Total Long Term Debt	118,105 <u>4,719</u> \$113.386	3,235 3,235 \$	

Future scheduled maturities of long-term debt are as follows:

Years ending December 31:

2018	\$ 4,719
2019	4,839
2020	4,961
2021	5,086
2022	5,215
Thereafter	<u>93,285</u>
Total	\$118.10 <i>5</i>

NOTE E - CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2017 and 2016 the Organization had no uninsured cash balances, respectively. Management considers this a normal business risk.

NOTE F - TAX EXEMPT STATUS

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2017, 2016, and 2015 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

Notes to Financial Statements Years Ended December 31, 2017 and 2016

NOTE G-PENSION PLAN

The Organization has 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 during the years ended December 31, 2017 and 2016 were \$8,066 and \$8,398, respectively.

NOTE H - SUBSEQUENT EVENT

Management has evaluated subsequent events through July 9, 2018, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE I - FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, Fair Value Measurements and Disclosures, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at December 31 were as follows:

Significant Other
Observable Inputs

2017 Fair Value (Level 2)
Accounts and Other Receivables \$ 75.130

2016

Accounts and Other Receivables \$ 60.975 \$ 60.975

The fair value of accounts and other receivables are estimated at the present value of expected future cash flows.

NOTE J - CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

NOTE K - LEASE OBLIGATION

The Organization maintains three programs located at the facilities of other organizations. There is no rental agreement with the other organizations nor is there any rent paid. The programs are maintained for the benefit of the employees located at those sites.

NOTE L - PRIOR PERIOD ADJUSTMENT

During the current year audit it was discovered that certain assets and liabilities were incorrect and have been corrected as a prior period adjustment for the year ended December 31, 2016. The adjustment consisted of the following:

Prepaid expenses - (decrease) in net assets
Other liabilities - increase in net assets
Total prior period adjustment:

\$ (4,900)

22,250

\$ 17.350

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET CONCORD, NEW HAMPSHIRE 03301 TELEPHONE (603) 228-5400 FAX# (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors Merrimack Valley Day Care Service 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 Service (a nonprofit organization), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 9, 2018.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization'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 organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, P.C.

Rowle a Succiata, Pe

Concord, New Hampshire

July 9, 2018

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET CONCORD, NEW HAMPSHIRE 03301 TELEPHONE (603) 228-5400 FAX# (603) 226-3532

MEMBER

AMERICAN INSTITUTE OF

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors

Merrimack Valley Day Care Service

Concord, New Hampshire

Report on Compliance for Each Major Federal Award Program

We have audited Merrimack Valley Day Care Service's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Merrimack Valley Day Care Service's major federal programs for the year ended December 31, 2017. Merrimack Valley Day Care Service's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Merrimack Valley Day Care Service's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Merrimack Valley Day Care Service's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, Merrimack Valley Day Care Service complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.

Report on Internal Control over Compliance

Management of Merrimack Valley Day Care Service 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 Service's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Merrimack Valley Day Care Service's internal control over compliance.

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

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

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

Rowley & Associates, P.C. Concord, New Hampshire

Rowle - Servictor, PV

July 9, 2018

Schedule of Findings and Question Costs

Year Ended December 31, 2017

SECTION I - SUMMARY OF AUDITOR'S RESULTS

- 1. The auditor's report expresses an unmodified opinion on whether the financial statements of the Merrimack Valley Day Care Service were prepared in accordance with GAAP.
- 2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor's Report. No material weaknesses are reported.
- 3. No instances of noncompliance material to the financial statements of New Hampshire Organization Against Domestic and Sexual Violence, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
- 4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
- 5. The auditor's report on compliance for the major federal award programs for Merrimack Valley Day Care Service expresses an unqualified opinion on all major federal programs.
- 6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
- 7. There were no programs tested as major programs.
- 8. The threshold for distinguishing Types A and B Programs was: \$750,000.
- 9. The Merrimack Valley Day Care Service was determined to be a low-risk auditee.

SECTION II - FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

SECTION III - FINDINGS AND QUESTIONED COSTS: FEDERAL AWARD PROGRAMS AUDIT

No matters were reported.

Merrimack Valley Day Care Service Schedule of Expenditures of Federal Awards For the Year Ended December 31, 2017

Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Agriculture Pass-Through Programs from State of New Hampshire Department of Education		,		
USDA Food and Nutrition Services	10.558		401,885	471,587
U.S. Department of Health and Human Services Pass-Through Programs from State of New Hampshire Division of Human Services Social Service Block Grant		ŕ	•	
Title I, DCYF Program	84.010			6,336
Title XX, Child Day Care Services	93.596			235,045
Title XX, DCYF Protective Services	93.667			85,983 327,364
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 401,885	\$ 798,951

MERRIMACK VALLEY DAY CARE SERVICE

Notes to Schedule of Expenditures of Federal Awards

Year Ended December 31, 2017

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Merrimack Valley Day Care Service under programs of the federal government for the year ended December 31, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of New Hampshire Organization Against Domestic and Sexual Violence, it is not intended to and does not present the financial position, changes in net assets, or cash flows of New Hampshire Organization Against Domestic and Sexual Violence.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- 1. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, Cost Principles for Non-profit Organizations, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- 2. Pass-through entity identifying numbers are presented where available.

NOTE C - SUBRECIPIENTS

The Merrimack Valley Day Care Service provides federal awards to subrecipients as follows:

Program TitleFederal CFDA #Amount ProvidedUSDA Food & Nutrition Services10.558\$ 401,885

NOTE D - INDIRECT COST RATE

The Merrimack Valley Day Care Service has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

Merrimack Valley Eight Day Care Service

19 North Fruit Street Concord, New Hampshire 03301 224-1632

2018-2019 Board of Directors

Board President, Christy Dolat Bartlett

Secretary, Amy Goldstein

Lisa Burton

Catrina Watson

Karen Dufault

Donna Raycraft

MaryJane Wallner

Executive Director, Marianne Barter

Marianne Barter

Education

University of New Hampshire, BA in English 1991 New Hampshire Technical Institute, Early Child Education Certificate 2001

Certifications

Early Childhood Master Professional Credential
Early Childhood Administrator Credential
American Red Cross instructor 2003 to present
Certified Nutrition and Physical Activity Self- Assessment for Child Care Consultant

Professional Experience

Executive Director, Merrimack Valley Day Care Service June2017-present
Health and Nutrition Coordinator, Merrimack Valley Day Care Service February 2002-June 2017

- Oversee the daily operations of a large non-profit child care agency
- Oversee 50 staff members, including teachers, cooks, assistants and volunteers
- Monitor the Child and Adult Care Food Program in collaboration with the NH
 Department of Education for child care centers, family day care homes and afterschool
 programs statewide
- Work closely with families whose children are enrolled in Merrimack Valley Day Care
 Service to offer support and referrals as needed
- Work closely with children who are at risk of abuse and neglect and those with special needs
- Have extensive knowledge of mental health and support agencies in the Concord area
- Offer training and support to child care staff
- Serve on committees including Concord Connections, Early Learning NH Strengthening Families, CACFP Sponsors Group, State Scholarship Policy Advisory committee, Spark NH Workforce and Professional Development Committee
- Currently in the second term on the Executive Council of the New Hampshire Child Care Advisory Council
- Currently on the Executive Council of Spark NH

Program Goordinator, Girls Incorporated May2000-January 2002 Owner, Annie's Book Stop book store June 1994-April 2000

Barbara Romanos

Education
Girls Latin High School graduate
Granite State College, Associates Degree in Early Childhood Education
Granite State College, Bachelors Degree in Early Childhood Education

Work History
July 2009-present
Merrimack Valley Day Care Service

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

1989-2009

State of New Hampshire

Case technician for Social Security

CONTRACTOR NAME

Key Personnel

Job Title	Salary	% Paid from	Amount Paid from
		this Contract	this Contract
Title 1 Teacher	\$14.50	100	\$14727
Executive Director		0	
<u></u>			
	Title 1 Teacher	Title 1 Teacher \$14.50	Title 1 Teacher \$14.50 this Contract



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. 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 603-271-4455 1-800-852-3345 Ext. 4455 Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcyf

January 12, 2018

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

REQUESTED ACTION

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

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

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

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

Easter Seals Education Program (Vendor #177204-B005)

555 Auburn Street, Manchester, NH 03103 SFY Class/Object **Class Title Activity Code** Contract Amount-2018 571-500929 Pass Thru Grants 42107501 \$62,711 2019 571-500929 Pass Thru Grants 42107501 \$10,250 Subtotal: \$72.961

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

19 North Fruit Street, Concord, NH 03301

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

Mount Prospect Academy (Vendor # 168139-B001)

PO Box 58, 354 Main Street, Plymouth, NH 03264

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

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

PO Box 417, 40 Park Lane, Contoocook, NH 03229

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

Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162,133 River Road, Suncook, NH 03275

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

Spaulding Youth Center (Vendor #154273)

72 Spaulding Road, Northfield, NH 03276

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

EXPLANATION

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

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

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds.

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

Respectfully submitted,

Joseph E. Ribsam, Jr.

Director

Approved by:

Jeffrey A. Meyers Commissioner Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-02

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.			
1.1 State Agency Name		1.2 State Agency Address	
Department of Health and Huma	n Services	129 Pleasant Street	
		Concord NH 03301-3857	
		CONCORD 1411 03501-3837	
1.3 Contractor Name		I A Commence Address	
1	•	1.4 Contractor Address	
Merrimack Valley Day Care Ser	vices .	19 North Fruit Street	
		Concord, NH 03301	
		<u>'</u>	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
Number			
(603) 224-1632	05-095-042-421010-29750000	August 31, 2018	\$28,168
(000,000		110823.51, 2010	. 320,100
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone	Number
E. Maria Reinemann, Esq.		(603) 271-9330	14011001
Director of Contracts and Procur	-	(003) 271-9550	
Director of Contracts and Procur	Ettaciit		•
1.11 Contractor Signature		1.12 Name and Title of Conti	actor Signatory
1 111	\bigcirc ./	1.	
Mariann	, L (// ₁	111.	$r \rightarrow r \rightarrow$
1 mariana	Dary	I VOVIGINAL BONTA	Executive Director
1.13 Acknowledgement: State	of County of	<u> </u>	
1.15 Acknowledgement. State	, county of		
On Jan 9, 2018 , before	Above 4		
On Jan 7, 2017 , before	the undersigned officer, personall	y appeared the person identified	in block 1.12, or satisfactorily
	ame is signed in block 1.11, and ac	removioused managed electrical t	his document in the capacity
indicated in block 1.12.		WISSION	
1.13.1 Signature of Notary Publ	lic or Justice of the Peace		
		ES:S OCT GZE	
- n 1 1/1 (Idagen	<u> </u>	1
[Seal] Michille	F TORON	2020	
1.13.2 Name and Title of Notar	v or Justice of the Peace	W. OF MANUAL CO.	
	, 0. 0 = 1100 0. 110 . 1 = 10		•
	_	WAY PUNIT	
1.14 State Agency Signature)	1 1 16 November 1 Title of State	A
1.14 State Agency Signature		1.15 Name and Title of State	
6/96	Date: 1/18/18	Joseph Kilss	~ DCy1= Divelor
1.16 Approval by the N.H. Dep	artment of Administration, Division	on of Personnel (if applicable)	
By:	·	Director, On:	
		,	
1.17 Approval by the Attorney	General (Form, Substance and Exe	cution) (if applicable)	· · · · · · · · · · · · · · · · · · ·
The state of the s			
By:	Λ	On: 1	- h-
	\ Min Ash	2-14	7 /18
1.18 Approval by the Governor	and Francisco Countil 200	On: 1/2 Objections 1/2	/ · · · · · · · · · · · · · · · · · · ·
1.16 Approval by the Governor	and executive Council (i) applica	ioiej i l	/
1	<u> </u>		
By:	(1)	On:	•
			i

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 Date 1718

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

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

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

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

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

14. INSURANCE.

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

Page 3 of 4

Contractor Initials Mb Date 198

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 MR



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.
- 1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

RFA-2017-DCYF-07-TITLE-02 Merrimack Valley Day Care Service Exhibit A

Page 1 of 1

Contractor tritials

Contractor Initials

Title I Part D, Subpart 1, Section 2 – Institution July, 2016 Page 1

Merrimack Valley Day Care Service Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

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

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

Exhibit A-1

Title I Programs for DCYF

	limitations that inhibit their ability to assist their children academically.			Diagnostic Compreshensive Inventory of Skills. Pretests to be completed in October, post tests to be completed in June of each academic year.	the special needs coordinator is Sasha Saxon.	r Initials
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onal Outcom	es .		·			
						
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Exhibit A-1

Exhibit A-1

Title I Part D, Subpart 1, Section 2 - Institution July, 2016 Page 3 of 8

> Merrimack Valley Day Care Service Institution Name

2. Scope of Project

A. Students to Be Served

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

Ages	Reading	Mathematics	
5 - 10 years old	40	40	
11 - 15 years old			
16 - 18 years old			
19+ years old		<u> </u>	

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

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

^	T		~	
C.		BUUCH	LOO	rdinator

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

Barbara Ramanos Name of Individual

academic tutor

Title of Individual

Sasha Saxon Name of Individual

special needs coordinator

Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 40 divided by Total T1 D staff FTE 5 = 20 to 1

RFA-2017-DCYF-07-TITLE-02 Merrimack Valley Day Care Service Exhibit A-1 3 of 6

Contractor Initials

Title I Part D, Subpart 1, Section 2 – Institution
July, 2016 Page 4 of 8

Merrimack Valley Day Care Service Institution Name

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

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

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

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

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

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

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

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

Literacy: each child goes to the fibrary 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.

RFA-2017-DCYF-07-TITLE-02 Merrimack Valley Day Care Service Exhibit A-1

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Contractor Initials

Date | 9 18

Exhibit A-1

Title I Part D, Subpart 1, Section 2 – Institution
July, 2016 Page 5 of 8

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:

 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-eside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.

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

 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.

Contractor Initials MB

RFA-2017-DCYF-07-TITLE-02
Merrimack Valley Day Care Service

Exhibit A-1 5 of 6

Title I Part D, Subpart 1, Section 2 – Institution
July, 2016 Page 6 of 8

Merrimack Valley Day Care Service Institution Name

G. Professional Development:

- List the major NEEDS of the Title I staff and institution staff relating to the objectives of the Title I project that can be met by in-service training programs.
 We will not be providing in service training with these funds
- 2) Describe all staff development activities to be funded by this grant. PD activities for 2016-2017 only. Activities will be updated each year with the budget summary. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

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

H. Coordination:

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

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

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

RFA-2017-DCYF-07-TITLE-02

Merrimack Valley Day Care Service

Exhibit A-1 6 of 6 Contractor Initials Date 1915



Exhibit B

Method and Conditions Precedent to Payment

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

DCYF Fiscal Administrator
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Merrimack Valley Day Care Service Exhibit B Page 1 of 1 Contractor Initials M

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

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

Exhibit B-1

Contractor Initials

Merrimack Valley Day Care Service

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

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

Exhibit B-2 Page 1 of 1 Contractor Initials Date 1918

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

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

Exhibit B-3 Page 1 of 1 Contractor Initials Date 918



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:

- 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.
- 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:

Exhibit C - Special Provisions

Contractor Initials

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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.

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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.

- 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

Exhibit C - Special Provisions

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

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national ongin 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.
- 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

Exhibit C - Special Provisions

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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.

Exhibit C - Special Provisions

Date 1/9/18

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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - 4. CONDITIONAL NATURE OF AGREEMENT.

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

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 3. Extension:

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

Exhibit C-1 - Revisions to General Provisions

Contractor Initials

Date _____ | 1 | 1 | 8

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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.

Contractor Initial

Date

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2



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

Contractor Name:

Name:

itle YALCIX

Exhibit D -- Certification regarding Drug Free Workplace Requirements Page 2 of 2 ntractor initials

Date

CU/DHHS/110713



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 subcontractor), 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 transection 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:

Exhibit E -- Certification Regarding Lobbying

Contractor In

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Page 1 of 1



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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

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

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

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

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

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

Exhibit G

Contractor Initials

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

Page 1 of 2

Date 19 1



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:

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

Contractor Name:

1/9/18

Name:

Title

Exhibit G

CONTRACTOR TRACES 1

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

Page 2 of 2



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:

Name:

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

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HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164,501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6 Contractor Initials

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- "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. <u>"Unsecured Protected Health Information"</u> 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:
 - 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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor tritials

Date 1918



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;
 - 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
 - The extent to which the risk to the protected health information has been mitigated.

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

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Contractor Initials

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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.
- 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.
 - I. 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

Exhibit 1 Health Insurance Portability Act Business Associate Agreement Page 4 of 6 . Contractor initials

Date 19/



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. <u>Definitions and Regulatory References</u>. 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. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

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

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6 Contractor Initials

Date 1918

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Exhibit I

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

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

Department of Health and Human Services	Merrimach Valley Day Care Service
The State	Name of the Contractor
()0	Massann Bte
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Libra	Marianne Boxter
Name of Authorized Representative	Name of Authorized Representative
Dreter 1) CYI-	Executive Director
Title of Authorized Representative	Title of Authorized Representative
1/10/18	119/18
Date	Date

3/2014

Exhibit I Health insurance Portability Act Business Associate Agreement Page 6 of 6 Contractor Initials Deto 1918



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:

N

ame:

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2 Contractor initials

CUIDHHS/110713



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 yo	rentity is: <u>073997116</u>	
2.	receive (1) 80 percent or loans, grants, sub-grants,	ation's preceding completed fiscal year, did your business or organizers of your annual gross/revenue in U.S. federal contracts, subcontracts and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross/subcontracts, loans, grants, subgrants, and/or	acts
	NO	YES	
	If the answer to #2 above	NO, stop here	
	If the answer to #2 above	YES, please answer the following:	
3 .	business or organization t	is to information about the compensation of the executives in your rough periodic reports filed under section 13(a) or 15(d) of the Securi J.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code	ities of
	NO	YES	
	If the answer to #3 above	YES, stop here	
	If the answer to #3 above	NO, please answer the following:	
4.	The names and compensation are as follows	ion of the five most highly compensated officers in your business or	
	Name:	Amount:	
	Name:		
	Name:	Amount:	
	Name:	Amount:	
	Name:	Amount:	



DHHS INFORMATION SECURITY REQUIREMENTS

- Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

 Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficen@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

Contractor Initials

6/2017

Exhibit K
DHHS Information
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Page 1 of 2

State of New Hampshire Department of Health and Human Services Amendment #1 to the Title | Programs for DCYF Contract

This 1st Amendment to the Title I Program for DCYF contract (hereinafter referred to as "Amendment #1") dated this 14th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mount Prospect Academy, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 354 Main Street, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation; and NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- 1. Form P-37 General Provisions, Block 1.7, Completion Date, to read: August 31, 2019.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$749.430.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
 Nathan D. White, Director, Bureau of Contracts and Procurement.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Section 3 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Section 3, to read:
 - The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1 through Exhibit B-5.
- 6. Delete Section 4.2 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Section 4.2, to read:
 - 4.2 Allowable costs, expenses, and fees are those included in Exhibit B-1 through Exhibit B-5.
- 7. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8.1 in its entirety and replace with Section 8.1, to read:
 - 8.1 The Contractor shall submit supporting documentation that supports evidence of actual expenditures, in accordance with Exhibit B-1 through Exhibit B-5.



- 8. Add Exhibit B-4, Amendment #1, Budget Sheet.
- 9. Add Exhibit B-5, Amendment #1, Budget Sheet
- 10. Add Exhibit K, DHHS Information Security Requirements.



This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

in williacoo willcreoi, ale paraes have	Set their harries as of the date written below,
	State of New Hampshire Department of Health and Human Services
12/20/18 Date	Name: Title:
11 30 18 Date	Name: Karen Langley Title: Director of Academiras
Acknowledgement of Contractor's signature	e:
State of New Hempshine, County of Gundersigned officer, personally appeared the bethe person whose name is signed above capacity indicated above.	on 11 30 18, before the ne person identified directly above, or satisfactorily proven to e, and acknowledged that s/he executed this document in the
Moura (1) Houng Signature of Notary Public or Justice of the	Notary Public - New Hampshire
Maria (D) Young Nota Name and Title of Notary or Justice of the	My Commission Expires January 18, 2022 Peace
My Commission Expires: 01-18-22	



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Name: Name: Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ______ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Name:

Title:

Date

Exhibit B-4, Amendment #1, Budget Sheet DCYF Title I Program 2018-2019 School Year (SFY19) Budget

Line Item	Amount
Salaries	\$287,623
Contracted Services - Curriculum	
consultant for math and reading	
Professional Development Activities	
Supplies and Materials	\$6,905
Books	
Other (Administration)	
f Total	\$294,528

Exhibit B-5, Amendment #1, Budget Sheet DCYF Title I Program 2019 Summer School (SFY20) Budget

Line Item	Amount
Salaries	\$57,533
Contracted Services - Curriculum	
consultant for math and reading	•
Professional Development Activities	
Books	ż
Other (Administration)	<u> </u>
Total	\$57,533





DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Exhibit K **DHHS** Information Security Requirements Page 1 of 9



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information
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DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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Exhibit K DHHS Information Security Requirements

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Exhibit K



DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition:

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Exhibit K DHHS Information Security Requirements

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DHHS Information Security Requirements

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit K
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Contractor Initials _

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DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents; and

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DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

PERSONS TO CONTACT VI.

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials _

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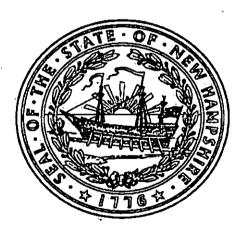
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOUNT PROSPECT ACADEMY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 423309

Certificate Number: 0004216545



IN TESTIMONY WHEREOF,

I hercto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of November A.D. 2018.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I, Jeffrey Caron	do hereby certify that:
(Name of the elected Officer of the Agend	cy; cannot be contract signatory)
1. I am a duly elected Officer of Mount Pros	(Agency Name)
2. The following is a true copy of the resolution de	uly adopted at a meeting of the Board of Directors of
the Agency duly held on 11 30 30 18 (Date)	
RESOLVED: That the Karen Langley	
(Title o	of Contract Signatory)
is hereby authorized on behalf of this Agency to execute any and all documents, agreements and or modifications thereto, as he/she may deem nec	ther instruments, and any amendments, revisions,
3. The forgoing resolutions have not been amende	ed or revoked, and remain in full force and effect as of
the 30th day of November	20 <u>18</u> .
4. Karen Langley (Name of Contract Signatory)	is the duly elected <u>Director of Academics</u> (Title of Contract/Signatory)
of the Agency.	aff la
STATE OF NEW HAMPSHIRE	(Signifture of the Elected Officer)
County of <u>Grafton</u>	
The forgoing instrument was acknowledged before	te me this 30° day of 0° , 0° , 0° ,
By Stey Scale Officer of the Agency)	Maria Co young
	(Notary Public/Justice of the Peace)

(NOTARY SEAL)

MARIA C.D. YOUNG
Notary Public - New Hampshire
My Commission Expires January 18, 2022

NH DHHS, Office of Business Operations Bureau of Provider Relationship Management Certificate of Vote Without Seal

Commission Expires: 01-18-22

ARUDIO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2019

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Sandra Delisle Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001 PHONE (A/C, No, Ext): (802) 281-3756 3756 E-MAIL ADDRESS: sdelisle@kinneypike.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemn Insurance 18058 INSURFO INSURER B : MountProspectAcademy Inc INSURER C: PO Box 325 INSURER D : Orford, NH 03777-0325 INSURER E INSURER F : **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY X | EACH OCCURRENCE 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X | OCCUR BINDER 1/1/2019 1/1/2020 5.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3.000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3.000,000 PRO-POLICY PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO **BODILY INJURY (Per person)** SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) NON-SWINED HIRED AUTOS ONLY UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE_ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ res, describe under SCRIPTION OF OPERATIONS below DISEASE - POLICY LIMIT Commercial Property BINDER 1/1/2019 1/1/2020 BlktBldg 2,950,000 BINDER 1/1/2019 1/1/2020 Commercial Crime DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **DHHS. State of NH** 129 Pleasant St. Concord, NH 03301 AUTHORIZED REPRESENTATIVE

ARUDIO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2019

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

t	his certificate does not confer rights	to the	cert	ificate holder in lieu of su	ich euc	lorsement(s)				
PRODUCER			CONTACT Sandra Delisie							
Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4			PHONE (AJC, No, Ext): (802) 281-3756 3756 (AJC, No):							
	ite River Junction, VT 05001				EMAIL	_{ss:} sdelisle(@kinneypik	e.com		
						INS	URER(S) AFFOI	RDING COVERAGE		NAIC #
					INSURE	RA:Philade	lphia Inder	nn Insurance		18058
INS	JRED				INSURE	я в : Maine E	mplovers	Mutual		11149
	Mount Prospect Academy				INSURE					
	PO Box 325				INSURE					
	Orford, NH 03777				INSURE					
					INSURE	RF:	•			
cc	VERAGES CEF	TIFI	CATE	E NUMBER:				REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICE				HAVE B	EEN ISSUED		·	THE PO	LICY PERIOD
11	IDICATED. NOTWITHSTANDING ANY I	REQU	IREM	ENT, TERM OR CONDITION	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESP	ECT TO	WHICH THIS
	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER	TAIN, CIES	, THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	DED BY	THE POLICI	IES DESCRIB Pain ci aims	ED HEREIN IS SUBJECT	TO ALL	THE TERMS,
INSR		ADDL	SUBR	POLICY NUMBER	J	POLICY FEE	POLICY EXP	, UM	TS.	
A	X COMMERCIAL GENERAL LIABILITY	INSO	WYD	, out nomber		(MM/DD/YYYY)	(MMVDD/YYYY)		T.	1,000,000
``	CLAIMS-MADE X OCCUR			PHPK1924544		1/1/2019	1/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	13-	100,000
	X Abuse \$1M			III		17174019	17172020		12	5,000
								MED EXP (Any one person)	\$	1,000,000
		i						PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-		i				i I	GENERAL AGGREGATE	\$	2,000,000
								PRODUCTS - COMPIOP AGG	\$	2,000,000
Α	OTHER:		-					COMBINED SINGLE LIMIT	<u> </u>	1,000,000
•	AUTOMOBILE LIABILITY							(Ea accident)	\$	1,000,000
	ANY AUTO SCHEDULED			PHPK1924559		1/1/2019	1/1/2020	BODILY INJURY (Per person)	<u>.</u>	_
	AUTOS ONLY AUTOS					,		BODILY INJURY (Per accident) \$	
	HIRED ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
_			<u>.</u>						\$	
Α	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	<u> s </u>	4,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB660234		1/1/2019	1/1/2020	AGGREGATE	\$	
	DED X RETENTIONS 10,000	<u> </u>						Aggregate	s	4,000,000
В	WORKERS COMPENSATION AND EMPLOYERS LIABILITY							X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA		5101800528		7/3/2018	7/3/2019	E,L, EACH ACCIDENT	\$	500,000
		^						E.L. DISEASE - EA EMPLOYE	E \$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	500,000
A	Commercial Property			PHPK1924544		1/1/2019	1/1/2020	Ded		2,500
ŀ			<u> </u>						İ	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORD	101, Additional Remarks Schedu	le, may b	attached if mon	space la requir	•d)	-	
WOF	kers CompensationStatutory Coverage	appli	es in	VT. Jay Wolter is an Exclu	ided Of	ficer.				İ
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CERTIFICATE HOLDER CANCELLATION										
<u> </u>	VARVELLATION CAROCLLATION									
								ESCRIBED POLICIES BE O		
	State of New Hampshire Dept of Health & Human Service 129 Pleasant Street Concord, NH 03301					ORDANCE WIT	THE POLIC	EREOF, NOTICE WILL Y PROVISIONS.	BE DE	FIAEKED IN
	editate, titi edet			AUTHORIZED REPRESENTATIVE						

PO Box 58 354 Main Street Plymouth, NH 03264 603-536-1102 Fax: 603-536-3074

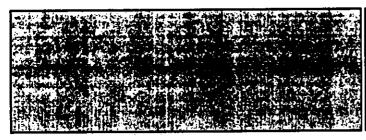
Mount Prospect Academy Mission Statement

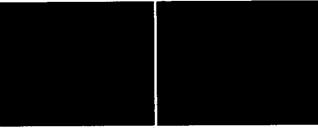
The mission of Mount Prospect Academy is to provide a caring and safe therapeutic environment where all students have the opportunity to acquire the skills and personal growth needed to realize their educational and social potential.

Through our Mission we are committed to developing trusting relationships and facilitating experiences that teach and promote student's ability to self-regulate and manage their thoughts and feelings to develop appreciation for safety, confidence and competency. Mount Prospect Academy promotes a strength-based philosophy that recognizes each student's potential and fosters opportunities for them to meet their full potential. Mount Prospect Academy uses an integrated approach to motivate, educate and empower students and provide them with the support and tools to become contributing citizens within the community. Through active engagement in the academic and vocational experiences provided students at Mount Prospect Academy, we are "Preparing Our Students for the Business of Life".

Note: Our treatment foundation is Attachment Theory and uses a variety of trauma informed practices including the Attachment, Self-Regulation, Competency (ARC) model which is integrated into both the academic and residential milieu.









CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2018

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Boards of Trustees Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Becket Academy, Inc. and Affiliates, which comprise the consolidated statement of financial position as of June 30, 2018, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Becket Academy, Inc. and Affiliates as of June 30, 2018, and the consolidated changes in their net assets and their cash flows for the year then ended in accordance with U.S. GAAP.

Boards of Trustees Becket Academy, Inc. and Affiliates Page 2

Other Matter

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

Manchester, New Hampshire

Berry Dunn McNeil & Parker, LLC

November 13, 2018

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Financial Position

June 30, 2018

ASSETS

Current assets	
Cash and cash equivalents	. \$ 5,574,133
Assets whose use is limited	82,062
Tuition and fees receivable, net of allowance for	
doubtful accounts of \$226,000	7,263,091
Current portion of note receivable	25,000
Prepaid expenses	205,770
Tropala expenses	
Total current assets	<u> 13,150,056</u>
Property and equipment	
Land and land improvements	3,729,833
Buildings and building improvements	20,080,705
Leasehold improvements	4,310,483
Vehicles and equipment	4,474,144
Furniture and fixtures	1,734,447
	1.774.731
Construction-in-progress	
	36,104,343
Less accumulated depreciation	10,289,856
Less accumulated depreciation	
Net property and equipment	<u>25,814,487</u>
Other assets	
Replacement reserves	11,447
Note receivable, net of current portion	<u>25,000</u>
•	
Total other assets	<u>36,447</u>
	£ 20:000.000
Total assets	\$ <u>39;000,990</u>

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 1,217,000
Accounts payable	1,110,434
Accrued expenses	2,760,425
Prepaid tuition	300,391
Estimated third-party payor settlements	300,554
Total current liabilities	5,688,804
Long-term debt, net of current portion and unamortized deferred costs	<u>11,590,171</u>
Total liabilities	17,278,975
Unrestricted net assets	21,722,015

Total liabilities and net assets

\$ 39,000,990

Consolidated Statement of Activities

Year Ended June 30, 2018

Changes in unrestricted net assets Revenue and support	
Tuition, room and board, and other support, net	\$ 67,480,303
State nutrition program	105,962
Other revenue	<u>532,608</u>
Total revenue and support	68,118,873
Expenses	
Program expenses	
Education and home life	56,920,481
Supporting expenses	- 440 000
General administration	<u>7,412,223</u>
Total expenses	64,332,704
Gain on disposal of property and equipment	911
Forgiveness of long-term debt	207,000
Loss on early extinguishment of long-term debt	(97,200)
Total change in net assets	3,896,880
Net assets, beginning of year	<u>17.825.135</u>
Net assets, end of year	\$ <u>21,722,015</u>

Consolidated Statement of Cash Flows

Year Ended June 30, 2018

Cash flows from operating activities		
Change in net assets	\$	3,896,880
Adjustments to reconcile change in net assets to net cash provided by operating		
activities		
Depreciation and amortization		1,965,552
Gain on disposal of property and equipment		(911)
Loss on early extinguishment of long-term debt		97,200
Forgiveness of long-term debt		(207,000)
(Increase) decrease in		
Tuition and fees receivable		(1,371,922)
Prepaid expenses		(58,305)
Note receivable		52,668
Increase (decrease) in		
Accounts payable		213,653
Accrued expenses		325,868
Prepaid tuition		97,347
Estimated third-party payor settlements	_	<u>(3,448</u>)
Net cash provided by operating activities	_	5,007,582
Cash flows from investing activities		
Decrease in replacement reserve		(3,903)
Proceeds from sale of property and equipment		56,807
Purchase of property and equipment		(9,033,491)
Increase in assets whose use is limited	_	49,771
Net cash used by investing activities	_	(8,930,816)
Cash flows from financing activities		
Proceeds from long-term borrowings		8,775,111
Principal payments on long-term borrowings		(6,196,918)
Payment of deferred financing costs	-	<u>(216,678</u>)
Net cash provided by financing activities	-	2,361,515
Net decrease in cash and cash equivalents		(1,561,719)
Cash and cash equivalents, beginning of year		7,135,852
Cash and cash equivalents, end of year	\$_	5,574,133
Supplemental disclosures		
Noncash investing and financing transactions Acquisition of property and equipment with issuance of long-term debt to seller's financing company	\$ _	1,641,742

Notes to Consolidated Financial Statements

June 30, 2018

Nature of Business

Becket Academy, Inc. and Affiliates (the Organization) provides community-based and residential treatment and education services to children, adolescents and adults through various schools and programs. The programs provided jointly market themselves as the Becket Family of Services with the exception of Mountain Valley Treatment Center (MVTC).

Becket Academy, Inc. (Becket) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine with residential programs at locations in Gorham, Belgrade, Lewiston, Aubum and Litchfield, Maine, and Hampton and Rumney, New Hampshire. Becket operates two region based special purpose schools to serve the residents at the programs and community students in need of specialized academic services. Becket also operates adult group homes in Maine, Massachusetts and New Hampshire.

MVTC is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. Becket is its sole member and they are currently governed by the same Board of Trustees. MVTC provides residential treatment for adolescents struggling with anxiety disorders at locations in East Haverhill and Plainfield, New Hampshire.

Mount Prospect Academy (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA has a self-perpetuating Board of Trustees completely separate from the Board which governs Becket. MPA is licensed by the State of New Hampshire and operates a residential school in Plymouth, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations.

Vermont Permanency Initiative (VPI) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the New England School for Girls and Vermont School for Girls, each a 30 bed residential treatment program for girls operated in Bennington, Vermont. VPI also operates Connecticut River Academy, LLC (CRA), a specialized day school in Bradford, Vermont, the Becket House at Newbury in Newbury, Vermont, East Haverhill Academy in Pike, New Hampshire, the Warren Adventure program in Warrent, New Hampshire, the Depot Street program, and the Becket House at Campton, in Campton, New Hampshire. VPI offers community based support to youth and families in Vermont through the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is comprised of the many of the same members as MPA, and completely separate from the Board which governs Becket and MVTC. The operations of MPA and VPI are closely aligned, and as a part of an internal reorganization, several programs in New Hampshire were transferred from VPI to MAP effective July 1, 2018.

U.S. generally accepted accounting principles (U.S. GAAP) requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2018, common control exists between Becket and MVTC, and between MPA and VPI however, common control did not exist across all entities. Despite the division of control among these various entities, economic dependency remains. As such, consolidation of all entities in 2018 is allowed but not required.

Notes to Consolidated Financial Statements

June 30, 2018

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

Basis of Presentation

The accompanying consolidated financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. The Organization displays its activities and net assets in three classes: unrestricted, temporarily restricted and permanently restricted.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Expirations of temporary restrictions on net assets (that is, situations in which the donor-imposed stipulated purpose has been accomplished and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets. The Organization had no temporarily or permanently restricted net assets as of June 30, 2018.

Use of Estimates

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

Cash and Cash Equivalents

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

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

Assets Whose Use is Limited

Assets whose use is limited consists of cash and cash equivalents reserved for the Organization's self-insurance plans.

Tuition and Fees Receivable

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances, net of discounts of \$293,655 in 2018.

Notes to Consolidated Financial Statements

June 30, 2018

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

Property and Equipment

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

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

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

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

Replacement Reserves

Becket has a mortgage note payable to Maine State Housing Authority. This mortgage note requires Becket to maintain a replacement reserve fund in a separate account for the purpose of providing a cash reserve for future property replacement needs. This restricted amount is classified as "replacement reserves" in the consolidated statement of financial position and is generally not available for routine operating expenses.

Deferred Costs

Certain costs related to long-term debt, such as accountants, attorneys and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. During the year ended June 30, 2018, the Organization refinanced certain long-term debt obligations. As a result, the Organization wrote off \$97,200 in unamortized deferred costs relating to the refinanced long-term obligations, which is reported as loss on early extinguishment of long-term debt in the consolidated statement of activities. As of June 30, 2018, the Organization had \$297,563 in unamortized deferred costs presented as a direct deduction from the carrying amount of the related long-term debt. In addition, the amortization of the unamortized deferred costs is included with interest expense.

Notes to Consolidated Financial Statements

June 30, 2018

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

Tuition, room and board, and other support are recorded as increases in unrestricted net assets at the time the services are provided. In some circumstances, tuition revenues are received prior to the school year and are recorded as a current liability under prepaid tuition.

Expenses are reported as decreases in unrestricted net assets. Gains and losses on other assets and liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor restriction or by law. Expirations of temporary restrictions, if any, on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between the applicable classes of net assets.

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

Income Taxes

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

Allocation of Costs

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

<u>Advertising</u>

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$334,580 in 2018.

2. Significant Concentrations and Estimated Third-Party Payor Settlements

Approximately 18% of the revenue recorded during 2018 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 12% of the revenue recorded during 2018 was from the Vermont Department of Education and various school districts located in Maine, New Hampshire, Vermont, Massachusetts, New York and Connecticut.

Approximately 19% of the revenue recorded during 2018 was from the Massachusetts Department of Mental Health and Developmental Services.

Notes to Consolidated Financial Statements

June 30, 2018

Approximately 18% of the revenue recorded during 2018 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under this program, the provider is reimbursed for the care of qualified residents at specified interim rates during the year. Differences between these interim contractual rates and the "cost" of this care, as defined by the Principles of Reimbursement (the Principles) governing the respective programs, are determined and settled on a retroactive basis. Laws and regulations governing the MaineCare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

The consolidated financial statements reflect estimated settlements due under the MaineCare program. Although management expects to receive the estimated amounts, different interpretations of the governing Principles by regulatory authorities could result in subsequent adjustments. Settlements do not become final until cost reports are audited and approved by DHHS. Differences between estimated and actual settlements are recorded as contractual adjustments in the year of final determination.

The estimated balance due to MaineCare was \$300,554 as of June 30, 2018 relating to balances from prior years currently under appeal.

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

3. Note Receivable

The note receivable consists of the following:

Becket Academy, Inc.

Note receivable from an employee bearing interest of 5% annually. Payments of \$25,000, plus accrued interest, on June 30, annually through 2020. If the employee remains employed by Becket on the day such payments are due, the payment amount shall be forgiven.

\$ 50,000

Less current portion

<u>(25,000</u>)

Notes receivable, net of current portion

25,000

4. Lines of Credit

Becket holds a line of credit agreement with Berkshire Bank under which Berkshire Bank agrees to advance up to \$250,000 to Becket upon request. Monies advanced accrue interest at the rate of *The Wall Street Journal's* prime rate plus 0.5% (5.50% as of June 30, 2018). The line of credit is collateralized by a security interest in all assets of Becket. There was no balance outstanding as of June 30, 2018.

Notes to Consolidated Financial Statements

June 30, 2018

VPI holds a line of credit agreement with Passumpsic Bank under which Passumpsic Bank agrees to advance up to \$250,000 to VPI upon request. Monies advanced accrue interest at the rate of 6.00%. There was no balance outstanding as of June 30, 2018. The line of credit is collateralized by various real estate in Bennington and Newbury, Vermont.

5. Long-Term Debt

Long-term debt consists of the following:

Becket Academy, Inc.

\$ 272,168	Note payable to Maine State Housing Authority (MSHA), due in monthly installments of \$2,661, including interest at 7.0%, through April 2032; collateralized by land, buildings and equipment in Litchfield, Maine.	No
172,127	Note payable to MSHA, due in monthly installments of \$1,830, including interest at 7.0%, through October 2029; collateralized by real estate in Lewiston, Maine.	No
84,066	Note payable to MSHA, due in monthly installments of \$1,830, including interest at 5.5%, through December 2030; collateralized by real estate in Lewiston, Maine.	No
4,054,714	Note payable to Berkshire Bank, due in monthly installments of \$22,891, including interest at LIBOR plus 2.50% (4.48% at June 30, 2018), through July 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine, and Massachusetts.	Ni
60,102	Construction note payable to Berkshire Bank, advance of up to \$975,000 upon request, monthly interest only payments through December 2018, principal and interest payments commence in January 2019, including interest at <i>The Wall Street Journal's</i> prime rate plus 0.5% (5.5% as of June 30, 2018), through January 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine, and Massachusetts.	C
50,10=	Note payable, due in monthly installments of \$3,805, including interest	N
557,000	at 5.0%, through June 2037; collateralized by real estate in Templeton, Massachusetts.	• •

Notes to Consolidated Financial Statements

June 30, 2018

Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from \$325 to \$793, totaling \$14,362. Interest rates range from 0% to 9.50%. Maturities range from July 2018 through June 2023. The notes are collateralized by	
vehicles:	<u>372,980</u>
Total Becket Academy, Inc.	<u>5,573,157</u>
Mount Prospect Academy, Inc.	
Note payable to Meredith Village Savings Bank, due in monthly installments of \$6,294, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (6.00% at June 30, 2018), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	608,796
Note payable to Meredith Village Savings Bank, due in monthly installments of \$5,392, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (6.00% at June 30, 2018), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	547,724
Note payable to Meredith Village Savings Bank, due in monthly installments of \$2,827, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (6.0% at June 30, 2018), through April 2028; collateralized by real estate in Haverhill, New Hampshire.	224,489
Note payable to Bank of New Hampshire, due in monthly installments of \$1,617, including interest at 6.50%, through December 2023; collateralized by real estate associated with the debt.	89,210
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$327 to \$720, totaling \$12,172. Interest rates range from 0% to 7.94%. Maturities range from February 2019 through January	420.074
2024. The notes are collateralized by vehicles and equipment.	430,374
Total Mount Prospect Academy, Inc.	<u>1,900,593</u>

Notes to Consolidated Financial Statements

June 30, 2018

Mountain Valley Treatment Center

Note payable to Berkshire Bank, due in monthly installments of \$11,445, including interest at LIBOR plus 2.50% (4.48% at June 30, 2018), through July 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine, and Massachusetts.	2,001,286
Note payable to Meredith Village Savings Bank, due in monthly installments of \$3,884, including interest at 6.25%, through May 2019, at which time the remaining balance is due in full; collateralized by real estate in Plymouth, New Hampshire.	159,057
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$393 to \$770, totaling \$8,732. Interest rates range from 0% to 5.79%. Maturities range from December 2018 through June 2023. The notes are collateralized by vehicles and equipment.	260,421
Total Mountain Valley Treatment Center	2,420,764
Vermont Permanency Initiative, Inc.	
Construction note payable to Passumpsic Savings Bank, advance of up to \$1,905,000, due in monthly installments of \$12,572, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	1,092,028
Note payable to Passumpsic Savings Bank, due in monthly installments of \$6,001, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	905;581
Construction note payable to Passumpsic Savings Bank, advance of up to \$540,000, due in monthly installments of \$3,564, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	211,096
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,203, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	332,378

Notes to Consolidated Financial Statements

June 30, 2018

Note	payable	to I	Passur	mpsic	Savings	Bank,	due	in	mo	nthly
in	stallments	of \$	659, i	includi	ng interes	t at 4.9	9%,	throu	ıgh	May
	038, at v									
C	ollateralize	d by	variou	s real	estate in	Benning	iton a	and N	lewi	oury,
V	ermont.									

99,514

Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$303 to \$823, totaling \$12,000. Interest rates range from 0% to 12.95%. Maturities range from March 2018 through April 2022 The notes are collateralized by vehicles and equipment.

569,623

Total Vermont Permanency Initiative, Inc.

3,210,220

13,104,734

Less: Current portion

1,217,000

Unamortized deferred costs

297,563

Long-term debt, net of current portion and unamortized deferred costs

\$<u>11,590,171</u>

Maturities of long-term debt are as follows:

2019	\$	1,217,000
2020		1,020,000
2021		939,000
2022		797,000
2023		721,000
Thereafter	-	8,410,734
	\$_	<u>13,104,734</u>

Interest expense charged to operations, including amortization of deferred costs of \$21,741, was \$581,621 in 2018. Cash paid for interest approximates interest expense.

6. Commitments and Contingencies

Operating Leases

The Organization leases facilities from various parties, including related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to senior management of the Organization. Total rent for all leases was \$1,386,178 in 2018. Total rent paid to related parties was \$366,000 in 2018.

Notes to Consolidated Financial Statements

June 30, 2018

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

\$ 601,418			2019
257,439	•		2020
136,349			2021
<u>10,244</u>		-	2022
\$ <u>1,005,450</u>		Total	

Self-Insurance

The Organization has a self-insured healthcare plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of \$75,000 with an aggregate limit of \$4,699,350 of the expected claims. At June 30, 2018, the Organization has accrued \$350,730 under the self-insurance contract, for estimated unpaid claims, which is reported in the Organization's accrued expenses in the consolidated statement of financial position.

Litigation

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

7. Defined Contribution Retirement Plans

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

Employer contributions were as follows:

Becket	\$ 204,739
MPA	107,411
MVTC	48,898
VPI	<u> 157,877</u>
Total	\$ <u>518,925</u>

Notes to Consolidated Financial Statements

June 30, 2018

8. Service Provider Tax

The Maine Legislature enacted legislation that repealed the sales tax on certain kinds of services and replaced it with a new Service Provider Tax (SPT). This law imposes a 6% SPT on the "value" (i.e., sales price) of certain services provided in the State, including Private Non-Medical Institutions services and certain clinical and outpatient services. Providers are taxed based on all revenue, regardless of source, received for the purpose of providing food, shelter and treatment. MaineCare is then reimbursing facilities for their portion of the tax by increasing their direct care per diem rate. The portion of the tax paid on revenue generated from private pay residents will not be funded by MaineCare.

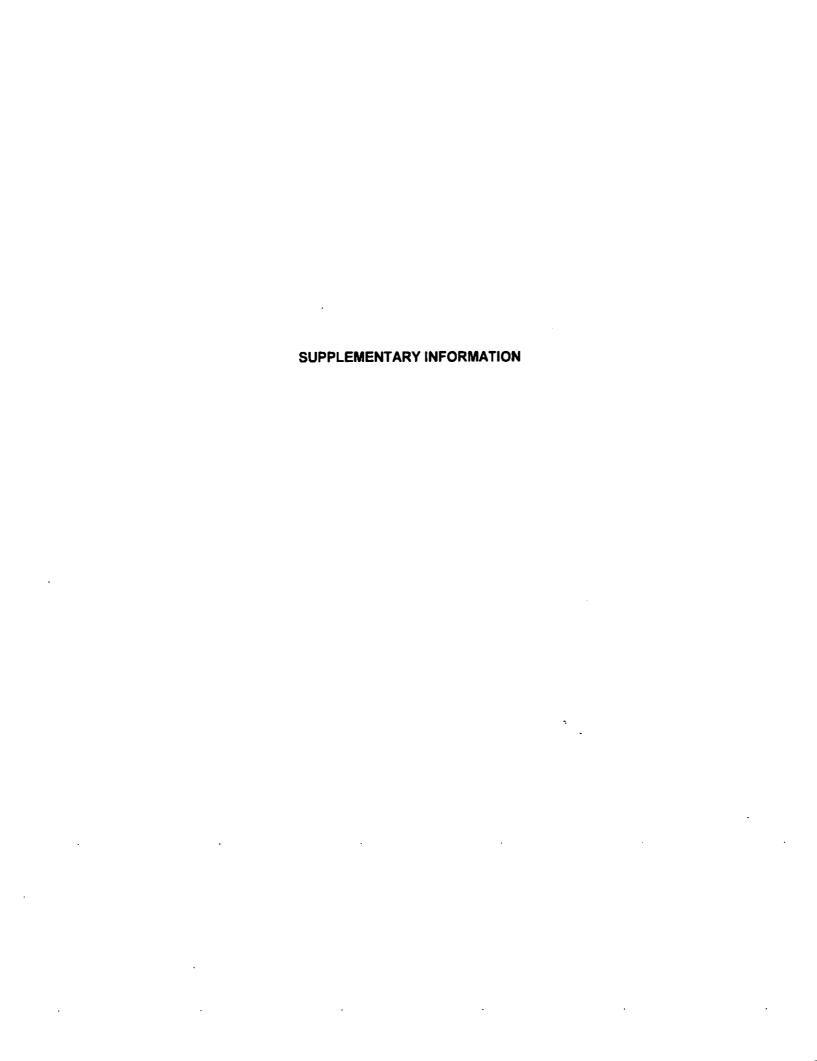
Total SPT expense was \$320,938 in 2018.

9. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2018, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 13, 2018, which is the date that the consolidated financial statements were available to be issued.



Consolidating Statement of Financial Position

June 30, 2018

ASSETS

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment Center	Vermont Permanency Initiative	<u>Total</u>	Intercompany Eliminations	Consolidated <u>Total</u>
Current assets Cash and cash equivalents Assets whose use is limited Tuition and fees receivable, net Current portion of note receivable	\$ 2,989,533 82,062 3,761,081 25,000	1,690,549 -	\$ 1,052,987 105,119	2,838,658	82,062 8,395,407 25,000	\$ (1,132,316)	\$ 5,574,133 82,062 7,263,091 25,000
Prepaid expenses Due from related parties	110,912 3,694,769	19,020 <u>1,210,948</u>	64,932 —————	10,906	205,770 <u>4,905,717</u>	<u>(4,905,717</u>)	205,770
Total current assets	10,663,357	3,367,763	1,223,038	3,933,931	19,188,089	(6.038.033)	13,150,056
Property and equipment Land and land improvements Buildings and building	1,016,167	830,990	915,142	967,534	3,729,833	-	3,729,833
improvements	8,338,261	3,903,836	4,020,662	3,817,946	20,080,705	-	20,080,705 4,310,483
Leasehold improvements Vehicles and equipment	2,270,401 1,586,522	381,198 1,144,217	830,652 752,531	828,232 990,874	4,310,483 4,474,144	-	4,310,463 4,474,144
Furniture and fixtures Construction-in-progress	729,628 <u>556,995</u>	280,369 962,230	551,206 22,678	173,244 232,828	1,734,447 1,774,731		1,734,447 <u>1,774,731</u>
Less accumulated depreciation	14,497,974 4,091,774	7,502,840 <u>3.067,357</u>	7,092,871 <u>2,043,964</u>	7,010,658 1,086,761	36,104,343 10,289,856		36,104,343 10,289,856
Net property and equipment	10,406,200	4,435,483	5.048.907	5.923,897	25.814.487		25.814.487
Other assets Replacement reserves Note receivable, net of current	11,447	-	-		11, 44 7	-	11,447
portion	355,437	-	·		355,437	(330,437)	25,000
Total other assets	366,884	<u>-</u>			366,884	(330,437)	36,447
Total assets	\$ <u>21,436,441</u>	\$ <u>7.803,246</u>	\$ <u>6,271,945</u>	\$ <u>9,857,828</u>	\$ <u>45,369,460</u>	\$ <u>(6,368,470)</u>	\$ 39,000,990

Consolidating Statement of Financial Position (Concluded)

June 30, 2018

LIABILITIES AND NET ASSETS

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment <u>Center</u>	Vermont Permanency <u>Initiative</u>	<u>Total</u>	Intercompany Eliminations	Consolidated <u>Total</u>
Current liabilities Current portion of long-term debt Accounts payable Accrued expenses Prepaid tuition	\$ 273,000 809,953 955,506	\$ 279,000 384,009 594,268	\$ 308,000 431,846 359,383 300,391	\$ 357,000 616,942 851,268	\$ 1,217,000 2,242,750 2,760,425 300,391	\$ - (1,132,316) - -	\$ 1,217,000 1,110,434 2,760,425 300,391
Estimated third-party payor settlements Due to related parties	300,554		2.000.000		300,554 4,905,717	(4.905,717)	300,554
Total current liabilities	2,339,013	1,257,277	3,399,620	4,730,927	11,726,837	(6,038,033)	5,688,804
Long-term liabilities Long-term debt, net of current portion and unamortized	T 400 070	4.574.004	2 407 222	2.760.149	11,590,171		11,590,171
deferred costs Note payable	5,139,070 ————	1,574,621	2,107,332 	2,769,148 <u>330,437</u>	330,437	(330,437)	
Total liabilities	7,478,083	2,831,898	5,506,952	7,830,512	23,647,445	(6,368,470)	17,278,975
Unrestricted net assets	13,958,358	4,971,348	764,993	2,027,316	21,722,015		21,722,015

Consolidating Statement of Activities

Year Ended June 30, 2018

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment <u>Center</u>	Vermont Permanency <u>Initiative</u>	Total	Intercompany Eliminations	Consolidated <u>Total</u>
Changes in unrestricted net assets Revenue and support				P			
Tuition, room and board, and other support, net	\$ 30,048,272	\$ 10,643,332	\$ 6,433,441	\$ 20,355,258	\$ 67,480,303	\$ -	\$ 67,480,303
State nutrition program	27,761	78,201	-	-	105,982	(075 407)	105,962
Management fees Other ravenue	826,682 294,181	8,725 123,390	182,050	62,627	835,407 662,248	(835,407) (129,640)	532,608
Total revenue and support	31,196,896	10,853,648	6,615,491	20,417,885	69,083,920	(965,047)	68,118,873
Expenses							
Program expenses Education and home life	24,743,419	8,918,621	5,422,684	17,965,397	57,050,121	(129,640)	56,920,481
Supporting expenses General administration	3,787,124	1,123,049	1,275,842	2,061,615	8,247,630	(835,407)	7,412,223
Total expenses	28,530,543	10,041,670	6,698,526	20,027,012	65,297,751	(965,047)	64,332,704
Gain (loss) on disposal of property and equipment	33,245		(29.835)	(2,499)	911		911
Forgiveness of intercompany debt			.	207,000	207,000		207,000
Loss on early extinguishment of long-term debt	(36,300)		.	(60,900)	(97,200)	-	(97,200)
Change in net assets	2,663,298	811,978	(112,870)	534,474	3,896,880	-	3,896,880
Net assets, beginning of year	11,295,060	4.159.370	877,863	1,492,842	<u>17,825,135</u>	-	<u>17,825,135</u>
Net assets, end of year	\$ <u>13.958.358</u>	\$ <u>4,971,348</u>	\$ 764,993	\$	\$ 21,722,015	\$ <u> </u>	\$ 21,722,015

Consolidating Statement of Functional Expenses

Year Ended June 30, 2018

			Education ar	nd Home Life					General Ad	ministration			
	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountzin Valley Treatment <u>Center</u>	Vermont Permanency Initiative	Intercompany Eliminations	Total Program <u>Expenses</u>	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Mountain Valley Treatment <u>Center</u>	Vermont Permanency Initiative	Intercompany Eliminations	Total Supporting Expenses	Total <u>Expenses</u>
. Salaries and wages	\$ 15,413,948	\$ 5,310,880	\$ 2,366,734	\$ 10,894,330	s -	\$ 33,985,892			\$ 577,340		s .	\$ 4,472,975	\$ 38,458,867
Employee benefits	1,639,355	882,859	339,088	1,805,584	-	4,668,886	248,171	110,494	62,717	148,754	-	590,136	5,257,022
Payroll taxes	1,328,291	415,538	190.147	963,587		<u>2.897.563</u>	201.081	52.007	46.384	<u>79.385</u>		378.657	<u>3.276.420</u>
Total personnel costs	18,381,594	6,609,277	2,895,969	13,663,501	•	41,550,341	2,782,672	827,184	706,441	1,125,671	•	5,441,968	46,992,309
Advertising	59,952	15,107	21,017	30,278	-	128,354	, 3,917	2,423	200,735	1,151	-	208,226	334,580
Athletic transport and recreation	90,921	32,036	66,682	120,309		309,948	-	-	-	-	-	-	309,948
Auto repairs and leasing	377,546	39,488	61,290	246,320	(56,440)	668,204	37,621	-	•	-	-	37,621	705,825
Bad debts, not of recoveries	47,158	12,695	61,496	53,275	•	174,824	-	-	-	-	-	-	174,624
Consultation	281,878	-	164,160	132,035	-	578,071	31,998	-	-	-	-	31,998	610,069
Contracted labor	-	12,000	-	-	-	12,000	-	•	-	-	-	-	12,000
Oues and subscriptions	4,506	6,653	4,922	1,933	•	18,314	17,499	1,262	268	-	-	19,029	37,343
Equipment rental and maintenance	58,841	33,251	69,340	39,474	-	200,906	21,543	2,294	-	-	-	23,837	224,743
Facilities rental expense	790,609	208,276	179,295	241,498	(73,200)	1,348,478	39,700	-	-	-	-	39,700	1,386,178
· Farm	-	-	600	-	•	600	-	-	-	-	-		600
Food and supplies	714,062	297,289	208,281	745,165	-	1,982,797	18,529	5,601	1,871	2,565	-	28,588	1,991,363
Heating fuel	165,958	33,853	50,240	122,323	-	372,374	2,844	-	-	-	-	2,844	375,218
Home life supplies	244,347	61,586	77,727	120,462	-	504,122	8,109	•	-	-	•	8,109	512,231
Infirmary supplies	25,563	20,040	12,737	86,184	-	144,524	•	•	-	-	-	-	144,524
Insurance	346,699	83,554	78,059	166,014	•	674,326	•	-	•	:	•		674,326
Interest	68,520	10,113	78,994	181,765	•	359,392	140,729	76,252	905	4,343		222,229	581,621
Management fees	•	•	-	-	-	-			182,347	653,060	(835,407)		-
Materials and supplies	13,156	7,343	3,828	7,098	-	31,427	23,362	12,550	1,325	2,557	-	39,794	71,221
Office supplies	176,349	115,382	63,617	102,623	-	457,971	98,751	23,777	9,268	21,115	-	152,909	610,880
Other	350,333	20,689	63,590	41,051	-	475,863	87,748	35,157	120,053	41,522	-	284,480	760,343
Other occupancy costs	338,143	46,675	59,157	143,573	•	587,748	8,202				-	8,202	595,950
Pension contribution	191,796	104,181	31,591	18,389	•	345,939	12,941	3,230	17,307	139,508	-	172,986	518,925
Professional services	80,846	60,454	300,226	135,500	-	597,026	318,535	113,852	21,230	33,030	-	486,647	1,083,673
Real estate taxes	129,057	78,574	112,590	139,851	-	460,072	11,907	•	•	-	•	11,907	471,979
 Repair and maintenance 	284,403	62,142	117,598	159,975	-	644,118	3,981	-	-	•	-	3,981	648,099
Student clothing and						440.504							140,594
personal items	36,448	20,266	13,875	70,005	-	140,594	•	•	•	-	•	•	140,094
Student educational			40 400	50.450		242.000							242,696
supplies	36,645	137,455	12,473	56,123	7	242,696 973,122	9,075	(342)	•	•	-	8,733	981,855
Student transportation	409,454	230,632	95,630	237,406	-	973,122	9,075	(342)	•	•	-	8,733	961,633
Teacher training and		60 040	***	400 400		298,839	6,138	3,756	4,585	12.069		26,548	323,387
development	79,117	53,912	60,690	103,120		398,551	24,608	3,730 2,117	9,363 976	4,700	•	20,3401 32,401	430,952
Telephone	145,435	59,799	61,026	132,291 8,996	•	10,427	24,006 15,819	13,004	4,747	20,324	•	53,894	64,321
Travel	1,431	59,485	48,815	109 181	•	369,061	7,255	13,004	7,/7/	20,324	•	7,255	376,316
Utilities	151,580	345,814	48,515 349,169	109,181 549,699	•	1,885,452	53,641	932	3,786	•	-	58,359	
Depreciation	640,770	343.614	349,109	249,099		1.003.434	33,041	832	3./59				1.6-3.011
Total	\$ <u>24.743.419</u>	\$ <u>8.918.521</u>	\$ <u>5.422,684</u>	\$ <u>17.965.397</u>	\$ <u>(129.640)</u>	\$ <u>56.920.481</u>	\$ <u>3.787.124</u>	\$ <u>1.123.049</u>	\$ <u>1.275.842</u>	\$ <u>2.061.615</u>	\$ <u>(835.407</u>)	\$ <u>7.412.223</u>	\$ <u>64,332,704</u>

Mount Prospect Academy, INC.

BOARD OF TRUSTEES

John Bownes

Office Held: Trustee

James Carey

Office Held: Trustee

Paul Fitzgerald, Esq

Office Held: Trustee

Michael Sullivan

Office Held: Trustee

Charles Wheeler

Office Held: Trustee

Robert Bannon

Office Held: Trustee

Andrew Ribolini

Office Held: Trustee

Jeffrey Park

Office Held: Trustee

Kendall Turner

Office Held: Trustee

Officers

Jeffrey Caron

Office Held: President and Treasurer

Ladd Raine

Office Held: Secretary

KAREN L. LANGLEY

Objective: To work with children as a teacher, counselor or administrator

Education:

1993-1995 Plymouth State College

Plymouth, NH 03264

Master of Education in Administration and Supervision
NH Department of Education Certification as Principal
NH Department of Education Certification as Special Education
Administrator

1991 - 1993 PEP Program

Plymouth State College Plymouth, NH 03264

NH Department of Education Certification in General Special Education K-12

1987 - 1990 New Hampshire College School of Human Services Manchester, NH 03103

Bachelor of Science in Human Services

Work Experience:

2004 - present Granite State College

Job Title: Adjunct Professor

Taught Special Education Law – classroom and online, Foundations of Education online, Assessment, IEP and Collaboration, Adapting Instruction to meet the Diverse Needs of Students, and various Independent Learning Contracts

2008-present

Becket Family of Services Mount Prospect Academy

PO Box 58

Plymouth, NH 03264

Job Title: Director of Academics

1999 - 2008 Eckerd Family Youth Alternatives, Inc.

Camp E-Toh-Anee 35 Eckerd Way Stewartstown, NH 03576

Job Title: Education Administrator

1995 – 1999 Errol School District

SAU,# 20 123 Main St.

Gorham, NH 03581

Job Title: Principal/ Special Ed Teacher/
Guidance Counselor/Secretary

1990 - 1995 Colebrook School District

SAU #7

3 Academy St.

Colebrook, NH 03576

Job Title: Special Education Teacher

1983 - 1988 Vershire Center

1989 - 1990 39 Colby St.

Colebrook, NH 03576

Job Title: Program Director/Vocational Director

1988 - 1989 Eckerd Family Youth Alternatives, Inc.

Camp E-Toh-Anee 35 Eckerd Way Colebrook, NH 03576

Job Title: Emergency Placement Unit

Coordinator

1982 - 1985 Essex North Supervisory Union

Canaan, Vt.

Job Title: Tutor

1981 - 1983 Stratford School District

Stratford, NH 03590

Job Title: Title I aide/Special Education aide Substitute teacher

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
	•		this Contract	this Contract
Karen Langley	Director of Academics	\$85,000	. 0%	0.00
				,
	· .			



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. 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 603-271-4455 1-800-852-3345 Ext. 4455 Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcyf

January 12, 2018

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

REQUESTED ACTION

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

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

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

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

Easter Seals Education Program (Vendor #177204-B005)

555 Auburn Street, Manchester, NH 03103 **Class Title** SFY Class/Object **Activity Code** Contract Amount 2018 571-500929 Pass Thru Grants 42107501 \$62,711 2019 571-500929 Pass Thru Grants 42107501 \$10,250 Subtotal: \$72,961

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

19 North Fruit Street, Concord, NH 03301

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

Mount Prospect Academy (Vendor # 168139-B001)

PO Box 58, 354 Main Street, Plymouth, NH 03264

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

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

PO Box 417, 40 Park Lane, Contoocook, NH 03229

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

Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162.133 River Road, Suncook, NH 03275

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

Spaulding Youth Center (Vendor #154273)

72 Spaulding Road, Northfield, NH 03276

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

EXPLANATION

This request is **retroactive** because the United States Department of Education does not make Title 1 Elementary and Secondary Education Act funds available until after applications for funding are approved by the New Hampshire Department of Education.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

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

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds.

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

Respectfully submitted,

Joseph E. Ribsam, Jr.

Director

Commissioner

Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TITLE-03)

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

AGREEMENT

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

GENERAL PROVISIONS

 IDENTIFICATION. 			
1.1 State Agency Name		1.2 State Agency Address	
Department of Health and Hur	man Services	129 Pleasant Street	;
		Concord NH 03301-3857	
	*****		·
1.3 Contractor Name		1.4 Contractor Address	
Mount Prospect Academy		PO Box 58	
		354 Main Street Plymouth, NH 03264	
1.5 Contractor Phone	1.6 Account Number	 * 	1.0 Brica Limitation
Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
603-536-1102 x1130	05-095-042-421010-29750000	August 21, 2019	\$397,369
003-530-1102 X1130	03-093-042-421010-29730000	August 31, 2018	3397,309
1.9 Contracting Officer for S	tate Agency	1.10 State Agency Telephor	ne Number
E. Maria Reinemann, Esq.		603-271-9330	
Director of Contracts and Proc	eurement		
1.11 Contractor Signature		1.12 Name and Title of Co	atractor Cignoton
1:11 Commactor Signature	$\sim 10^{\circ}$		
l Kan	Tangley.	Maren Langie)
1 10000	Langung	Karen Langler Director of Ac	cadamics
1.13 Acknowledgement: Sta	te of NA County of		
	·	·, · - · -	
On January 5, John, before	ore the undersigned officer, personal	ly appeared the person identifi	ed in block 1.12, or satisfactorily
proven to be the person whose indicated in block 1.12.	name is signed in block 1.11, and ac	knowledged that s/he execute	d this document in the capacity
1.13.1 Signature of Notary Pr	ublic or Justice of the Peace		MARIA C.D. YOUNG
·	\mathcal{N} -	α () α	Notary Public - New Hampshire
[Seal]	1 Maura	" I foung	My Commission Expires January 18, 2
1.13.2 Name and Title of Not	lam, an Tuetien of the Decon	// //	
1	ary or Justice of the Peace	ν	•
Maria CD YOU	ing. Notary	0 0	
Maria CD YOU 1.14 State-Agency Signature	ing. Notary	1.15 Name and Title of Sta	ite Agency Signatory
-1.14 State-Agency Signature	ng, Ablary Date: 1/18/18	Dicho Do	ite Agency Signatory
1.14 State-Agency Signature	ing. Notary	Dicho Do	ite Agency Signatory
-1.14 State-Agency Signature	ng, Ablary Date: 1/18/18	Dicho Do	ite Agency Signatory
1.14 State Agency Signature 1.16 Approval by the N.H. D By:	ng, Ablary Date: 1/18/18	on of Personnel (if applicable) Director, On:	ate Agency Signatory
1.14 State Agency Signature 1.16 Approval by the N.H. D By:	Date: 1/18/18 epartment of Administration, Division ey General (Form, Substance and Exc	on of Personnel (if applicable) Director, On:	ate Agency Signatory
1.14 State Agency Signature 1.16 Approval by the N.H. D By: 1.17 Approval by the Attorney By:	Date: 1/18/18 Epartment of Administration, Division Ey General (Form, Substance and Exc	on of Personnel (if applicable) Director, On:	te Agency Signatory
1.14 State Agency Signature 1.16 Approval by the N.H. D By: 1.17 Approval by the Attorney	Date: 1/18/18 Epartment of Administration, Division Ey General (Form, Substance and Exc	n of Personnel (if applicable) Director, On:	ate Agency Signatory

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 (4) 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

Page 2 of 4

Contractor Initials 15/18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

Page 3 of 4

Contractor Initials Kollins Date 1 5 18

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

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 1 5 18



Scope of Services

1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.
- 1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.



Title I Part D, Subpart 1, Section 2 – Institution
July, 2016 Page 1 of 27

Mount Prospect Academy Institution Name

TITLE I PART D, SUBPART 1, SECTION 2 ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

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

Subject/Program Area	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2015-2016 SY?	What assessments that will be used to assess these goals? Include pre/post dates for reading and math assessments.	Who is responsible for giving and analyzing student results
Academic Outcomes				Karen Langley, Director of Academics
Mathematics	Continue to develop a comprehensive mathematics program that will enable students to improve their math skills and use them to solve to real world applications	Students will improve their overall math skills; including remediation of skill gaps	Curriculum based assessments Review of student work and classroom assessments (including observations). Accuess assessment through PLATO for all incoming students within the first 30 days and for students who are in the program longer than 60 days the assessment will be given 30 days prior to exit	Karen Langley; Director of Academics, Teachers at Mount Prospect Academy
Reading	Continue to develop a balanced literacy program that will enable students to	Student will improve their total reading skills as measured by an increase in the reading score on	Curriculum Based Measurements to measure fluency and comprehension	Karen Langley; Director of Academics,

RFA-2017-DCYF-07-TITLE-03 Mount Prospect Academy Exhibit A-1 1 of 10 Contractor Initials Date 15 18

	improve their reading and writing skills, to provide Mount Prospect Academy with convenient, broadly descriptive assessment of individual student skills and accomplishments.	their assessments Students will increase their reading vocabulary as measured by an increase in the reading score on their assessments Students will improve their reading comprehension as measured by an increase in the reading score on their assesments Students will increase the written language skills by: Improving paragraph construction Improving usage of capitalization and punctuation Improving their ability to effectively communicate an idea to the reader	Examination of intake documentation; such as previous academic achievement scores, NECAP scores, previous report cards etc. Voyager Reading Series placement test. Classroom assessments (including observations) focusing on reading and writing Corrective Reading assessment and instruction for students struggling with improving their reading skills. This series also has a writing component Accuess assessment through PLATO for all incoming students within the first 30 days and for students who are in the program longer than 60 days the assessment will be given 30 days prior to exit	Teachers at Mount Prospect Academy
			·	
Vocational Outcomes			,	Į.
Independent Living	Continue to implement the NH Trails Curriculum and the Life Centered Education (LCE) curriculum to enhance	Students will focus on three domains: Personal and Social Skills, Daily Living Skills and Career and Education	Needs Assessment Adult Living Plan	Karen Langley, Director of Academics

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	tudent's vocational and idependent living skills	Students will gain skills necessary for living on their own i.e., •Renting an apartment •Grocery shopping •Maintaining a checkbook •Being on time for work •Paying bills on time •Filling out job applications •Identify community resources •Take the vocational assessment and explore possible career opportunities • Cash versus credit • Tour Job Corps • Tour a variety of colleges	Adult Living Transition plan for students who are 17 CareerScope Vocational Assessment Casey Family of Services Assessments administered every 6 months to monitor progress	
· · · · · · · · · · · · · · · · · · ·				

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Mount Prospect Academy Institution Name

2. Scope of Project

A. Students to Be Served

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

Ages	Reading	Mathematics	
5 - 10 years old	0	0	
11 - 15 years old	70	70	
16 - 18 years old	80	80	
19+ years old	5	5	

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title I Instructor	Minimum Associates Degree	35,000 plus benefits
1	1	School to Work Coordinator	Bachelor's Degree	45,000 plus benefits
.5	.5	Literacy Intervention Specialist	Bachelor's Degree	30,000
.5	.5	Math Intervention Specialist	Bachelor's Degree	30,000
1	1	Horticulture Teacher	Bachelor's Degree	45,000 plus benefits
1	1	Carpentry Teacher	Bachelor's Degree	45,000 plus benefits
1	1	Independent Living Coordinator	Minimum Associates Degree	45,000 plus benefits

C. Transition Coordinator

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

Denise Castonguay
Name of Individual

Transition Coordinator
Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 155 divided by Total T1 D staff FTE 20 = 8 to 1

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Mount Prospect Academy Institution Name

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

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

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

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

Adjudication - court placement

Crimes against persons; including sexual offending, fire setting and physical aggression

History of severe abuse/neglect, often resulting in abuse-reactive behavior

Emotional Handicaps, Learning Disabilities

Oppositional Defiant Disorder, Conduct Disorder, Attention Deficit Hyperactivity Disorder

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

Self- mutilation

History of suicide attempts/thoughts

History of alcohol and drug abuse

Enuresis/Encopresis

Dysfunctional, disrupted families

Chronic runaway

Crimes against property including theft and vandalism

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

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

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

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identified students is measured in the amount of growth shown in achieving the standards set forth in the NH Curriculum Frameworks. Our academic program does not stand alone; it is part of the overall therapeutic milieu.

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

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

About 5 years ago, Mount Prospect Acadmey implemented the use of PLATO as part of our credit recovery program. PLATO Learning Environment is an effective credit recovery solution. PLATO curriculum gives students a needed alternative and second chance to learn online and be challenged by rigorous, standards-driven content.

PLATO Learning is self-paced and put in real-world context and coupled with offline activities and Internet resources that reinforce learning in areas of greatest weakness. It allows students to complete course requirements more rapidly, recover credits, regain self-confidence, and graduate on time.

We recently started to administer Accuess, a computerized assessment program offered through PLATO that assesses a student's Reading, Math and Language skills. We are beginning to use this data, along with the curriculum based assessments data to monitor student progress and determine which students would benefit from the additional supports offered thorough Title I.

This year we will add a part-time reading and part-time math interventions specialists. They will provide individual instruction to the students who cannot, or will not, participate in classroom or small group instruction because of their skill deficit levels. The "At Your Own Pace" series builds on the basic literacy skills and "bridges the gap" to more advanced learning. Designed specifically for adults and older youth, "At Your Own Pace" (AYOP) teaches essential foundation skills at low reading levels, and develops independence and self-pacing skills required for quick progress in basic education courses. AYOP provides a solid foundation of core academic skills which are necessary in any basic education course, creating a simple, easy-to-use "checklist" for students entering or completing courses at this level. This effective individualized learning series presents Reading, Math and English skills at a 3rd to 6th grade literacy level. Building on the basic skills, the At Your Own Pace materials bridge the gap for more accelerated and advanced learning.

Individualized, scaffolded instruction assures basic skill proficiency. Following the concept of scaffolded instruction, the At Your Own Pace series provides the first rung of instruction on the academic ladder of success. This series presents skills at a lower literacy level and offers a very basic understanding of the skill. In this way, when students move up the academic ladder for more complex instruction, they have a foundation or basis in the concepts to build upon. This approach to instruction increases the success of the student in the next academic program. With three series titles, Math At Your Own Pace, Reading At Your Own Pace, and English At Your Own Pace, this powerful self-instructional series quickly builds basic skills at low reading levels – it also provides for the development of self-pacing skills, which can boost confidence, motivation, and student independence in learners at this level.

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

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

Last year Mount Prospect Academy added an Adult Living and Transition coordinator. This Individual provides oversight and guidance to the Adult Living Teachers and to the treatment teams. This individual also oversees the development of Extended Learning Opportunities (ELO's) and is fostering relationships with many businesses and organizations within our community to enhance student opportunities for educational and work opportunities.

This year, we plan on adding a School-to Work Coordinator (to be hired) whose primary responsibility will be to oversee vocational sites within the community. Some of these sites will be to non-paid sites to use as an assessment site to determine if a student can consistently demonstrate the skills necessary to be successful in a paid job. Another responsibility of the School to Work Coordinator will be to find paid employment in the community for students whose team has determined they have met the expectations necessary to be employed at a community-based site. We have had more and more students enter our program who will turn 18 and need to live on their own. They need to obtain employment so they can save money to be able to afford a place to live when they are no longer in our program. We have had students obtain employment at the Common Man restaurant, Ow's Nest, Loon, Subway, McDonald's, Burger King and Dunkin Donuts. To date, there has not been the system in place to successfully monitor the student's progress, communicate with the employer and the student's team or assist in opening and managing the student's bank accounts to ensure they will have adequate funds upon their exiting from the program.

Another addition we anticipate adding to our current program is a Horticulture Operations program as a vocational program. This is a comprehensive program that engages students in learning plant anatomy, physiology and growth requirements; bedding crop production; landscape design and development; greenhouse production and management; and green technology for sustainability. We have developed career-related core skills and understandings for Math, Science and English along with career related employability skills. Our Science program has been learning about hydroponics and has grown some plants on a small scale. They have done experiments using fish or fertilizer and have done research on expanding the program. We would hire a Horticulture teacher to oversee this project and incorporate it as one of our vocational options for students.

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

Beginning last year our programming is supporting the inclusion of an Adult Living teacher in each classroom working full-time with the core teachers, the academic case manager and behavioral support personnel. These teachers administer comprehensive assessments and provide instruction in three major domains; Personal and Social Skills, Education and Career Skills and Daily Living Skills to all students enrolled in our program. Students have gone on tours of Job Corps, not only in Manchester but also Devens, MA and Vergennes, VT. Students have gone on tours of several colleges including UNH, SNHU, NHTI, Colby Sawyer and Plymouth University. Each student completes a career assessment

F. Transition Services:

1) Identify (by dollar amount) the financial reserves (must be between 15-30 percent of allocated funds) which will be used to provide transitional education services for neglected or

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delinquent children and youth. It is required to set-aside a minimum of 15% and a maximum of 30% (each program year) of your dollars for this purpose.

Of the \$356,968.46 received, \$71,393.92 (20%) will be used to provide transitional education services for neglected or delinquent youth.

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

These funds are used for transition in the following ways: onsite transition planning, course materials, software, and assessment to provide classroom activities on pre-employment aptitude and interest building; workplace social and behavioral skill-building; guidance services, GED preparation, and assessments; developing transition plans; assisting with transfer from the institution; providing referrals; teaching money management skills; teaching how to access community and agency resources; and assisting with college and career information.

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G. Professional Development:

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

The primary focus of all of our professional development for the 2016-2017 academic year is improved student learning and engagement. Mount Prospect Academy faculty has requested assistance with developing unit plans that concentrate on key concepts and integrate literacy into their content areas. This year we will focus on the data that we are using in making our decisions regarding student learning. The teachers need to be able to answer the questions, using the data they are gathering, "How do you know the students learned the information? How are they demonstrating that they have learned the information being taught?" We are also looking at the brain, brain development and how students learn, particularly the population of students that we serve. Over 90% of the students who attend Mount Prospect Academy have experienced some type of trauma in their lives. Another focus of the professional development training will be looking at student behavior and the data that we are collecting around student behavior and school culture.

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

Two Academic Case Managers will attend the three-day institute. This three-day institute will provide in-depth training on the Rehabilitation for Empowerment, Natural supports, Education, and Work (RENEW) model and process.

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

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

Agenda:

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

H. Coordination:

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

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Mount Prospect Academy has an extensive vocational training and applied learning program that involves not only on-site but off-site job training. This is the result of coordinated effort with many local businesses. Career development and awareness, emphasizing transition back to the community, are integrated through the NH Trails and LCE curriculum, classroom work, on-campus work, and off-campus work experiences in local businesses. The current Adult Living Coordinator position will be expanded to include a focus on transition incorporating the independent living skills that the students are learning within the classroom. This person, along with the treatment teams, will assist in the creation of individualized transition plans for each student. This blended process compliments the RENEW process.

The Automotive and Culinary Arts vocational programs at Mount Prospect Academy are completely funded by Mount Prospect Academy, not through federal grants. Mount Prospect Academy also funds the positions of Treatment Coordinators, Milieu Clinicians and Permanency Coordinators, who do extensive work with transition: Individually, in groups, and with family systems. Mount Prospect Academy also funds four special education case managers who work with students on their learning needs and also work on the educational transition of our students.

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

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

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Mount Prospect Academy

Exhibit A-1

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Date 1 5 18



Exhibit B

Method and Conditions Precedent to Payment

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

DCYF Fiscal Administrator
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

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

1 5	Line Item	Amount
Salaries		\$28,333.33
Benefits		\$9,250.56
Travel		\$2,140.00
	Total	\$39,723.89

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

Line Item	Amount
Salaries	\$229,167
Benefits	\$58,496
Travel	\$2,310
Supplies and Materials	\$7,000
Books	\$1,000
Total	\$297,973

Exhibit B-2 Page 1 of 1 Contractor Initials Date 1 5 18

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

Line Item	Amount
Salaries	\$45,833
Benefits	\$11,699
Travel	\$2,140
Total	\$59,672

Exhibit B-3 Page 1 of 1 Contractor Initials KP
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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:

- 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.
- 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:

Contr

Date 15/18

Exhibit C - Special Provisions



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:

- 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.

Exhibit C - Special Provisions

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Date)



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.
 - 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.
 - Final Report: A final report shall be submitted within thirty (30) days after the end of the term 11.2. 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.
- 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, bylaws 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

Exhibit C - Special Provisions

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

Exhibit C - Special Provisions

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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.

Exhibit C - Special Provisions

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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

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Exhibit C-1 - Revisions to General Provisions

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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Exhibit 0 – Certification regarding Drug Free Workplace Requirements Page 1 of 2



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

Contractor Name: Mount Prospect Academy

Name: Karen

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Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Initials



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 subcontractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Mount Prospect Academy

Exhibit E - Certification Regarding Lobbying

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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

- 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

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Mount Prospect Academy

Name:

Title:

Directi

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2 Contractor Initials

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

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

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

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

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

Exhibit G

Contractor Initial

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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:

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

Contractor Name: Mount Prospect Academy

Title:

Director ot

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondscrimination, Equal Treatment of Felth-Based Organization and Whistfieldbower protections

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Mount Prospect Academy

Name:

Karen Lar Director at

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials

CU/DHHS/110713



HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164,501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

Exhibit I

Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initials _______

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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:
 - 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.

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

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Health Insurance Portability Act
Business Associate Agreement
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Contractor Initials

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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.
- 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.
- I. 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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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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.
- 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) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Date 1 5 18



Exhibit I

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

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

Department of Health and Human Services	Mount Passed Academy
The State	Name of the Contractor
700	Knew Landen
Signature of Authorized Representative	Signature of Authorized Representative
Josph Khin	Kaan Lander
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	Director of Academics
Title of Authorized Representative	Title of Authorized Representative
1/18/11r	15/18
Date	Date

3/2014

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Health Insurance Portability Act
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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:

- 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:

Tale

Contractor Initia

Mount Prospect Academy

Date 15/12



FORM A

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

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

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2 Contractor Initials 15/18



HHS INFORMATION SECURITY REQUIREMENTS

- Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all Information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1."Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

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

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Exhibit K
DHHS Information
Security Requirements
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New Hampshire Department of Health and Human Services Title I Programs for DCYF

State of New Hampshire Department of Health and Human Services Amendment #1 to the Title I Programs for DCYF Contract

This 1st Amendment to the Title I Program for DCYF contract (hereinafter referred to as "Amendment #1") dated this 14th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NFI North, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Park Lane, Contoocook, NH 03229.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: August 31, 2019.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$489.517.
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Section 3 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Section 3, to read:
 - The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1 through Exhibit B-5.
- 6. Delete Section 4.2 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Section 4.2, to read:
 - 4.2 Allowable costs, expenses, and fees are those included in Exhibit B-1 through Exhibit B-5.
- 7. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8.1 in its entirety and replace with Section 8.1, to read:
 - 8.1 The Contractor shall submit supporting documentation that supports evidence of actual expenditures, in accordance with Exhibit B-1 through Exhibit B-5.



New Hampshire Department of Health and Human Services Title I Programs for DCYF

- 8. Add Exhibit B-4, Amendment #1, Budget Sheet.
- 9. Add Exhibit B-5, Amendment #1, Budget Sheet
- 10. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services Title I Programs for DCYF

This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

	State of New Hampshire Department of Health and Human-Services
\alpha \alpha \lambda 18 \text{Date}	Name: Title:
12/3/18 Date	Name: Haul L. DANN PLD Title: Executive Director
Acknowledgement of Contractor's signature	:
undersigned officer, personally appeared th	OCT 20, 2010
My Commission Expires: \bigcirc	2019



New Hampshire Department of Health and Human Services Title I Programs for DCYF

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Name: Name: Title: Address of New Hampshire at the Meeting on: (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Name: Title: Ti

Exhibit B-4, Amendment #1, Budget Sheet DCYF Title I Program 2018-2019 School Year (SFY19) Budget

Line Item	Amount
Salaries	\$192,037
Contracted Services - Curriculum	
consultant for math and reading	\$3,960
Supplies and Materials	\$5,505
Books	\$2,831
Equipment	\$7,150
Professional Development Activities	\$864
Travel	\$100
Other (Administration)	\$5,835
Total	\$218,282

Exhibit B-5, Budget Sheet DCYF Title I Program 2019 Summer School (SFY20) Budget

Line Items	Amount
Salaries	\$8,975
Contracted Services - Curriculum	
consultant for math and reading	\$6,366
Supplies and Materials	\$1,080
Professional Development Activities	\$979
Travel	\$1,061
Other (Administration)	\$1,061
Total	\$19,522



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation. Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee. business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy. which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware. firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic





DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
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Date _/2/5//8

Exhibit K



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

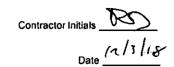


Exhibit K



DHHS Information Security Requirements

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Contractor Initials //2/5/15

V5. Last update 10/09/18

Exhibit K



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

 The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88. Rev 1. Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials PS

V5. Last update 10/09/18

Exhibit K



DHHS Information Security Requirements

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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V5. Last update 10/09/18

Exhibit K **DHHS** Information Security Requirements Page 6 of 9

Exhibit K



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K



DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents:
- 2. Determine if personally identifiable information is involved in Incidents:
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials Rs



DHHS Information Security Requirements

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire Department of State

CERTIFICATE

I. William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC, is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 06, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 175745



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of October A.D. 2017.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

I. Doug Giles	Secretary	of the
I,Doug Giles(Corporation Representative Name)	(Corporation Representative	e Title)
NFI North, Inc(Corporation Name)	, do hereby certi	fy that:
(1) I am the duly elected and actingSecretary (Corporation Representative Title)		of the
NFI North, Inc	a New Hampshire cor	poration (the "Corporation");
(Corporation Name) (State of Incorporation)		
(2) I maintain and have custody of and am familia	with the Seal and minute bo	oks of the Corporation;
(3) I am duly authorized to issue certificates;		
(4) the following are true, accurate and complete of Directors of the Corporation at a meeting of the		
26th day of March 2018, which meeting was duly h	eld in accordance with	
New Hampshire law and the by-laws of the Corpo (State of Incorporation)	oration:	
RESOLVED: That this Corporation enter into a through the Department of Health and Human Se certain <u>Title One Services</u> , and that the Exec Treasurer) (or any of them acting singly) be and of this Corporation to enter into the said contract execute, seal, acknowledge and deliver for an agreements and other instruments (and any ame (any of them) may deem necessary, desirable or a	rvices, providing for the perfoutive Director, President (and nereby (is) (are) authorized a with the State and to take and on behalf of this Corporal adments, revisions or modifications.	rmance by the Corporation of my Vice President) (and the and directed for and on behalf my and all such actions and to tion any and all documents, cations thereto) as (she) (he)

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

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

Heidi Edwards Dunn President, Dellie Champagne Treasurer

Paul L. Dann, Ph.D. Executive Director, Karen E. Cusano. Asst. Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as theSecretary
of the Corporation and have affixed its corporate seal this 3 day of December 2010
of the Corporation and have affixed its corporate seal this 3 day of December 101
Dough Rill (Signature)
(e-g-retore)
(Seal)
STATE OF New Hampchite
COUNTY OF Merrimack
On this the 3rd day of Decembro 120, before me, Johns M Day Fn, the undersigned officer, personally appeared, who acknowledge her/himself to be the
Secretary, of <u>NFI North Tac</u> , a corporation, and that she/he, as (Title) (Name of Corporation)
such <u>Secretory</u> being authorized to do so, executed the foregoing instrument for the (Title)
purposes therein contained, by signing the name of the corporation by her/himself as
IN WITNESS WHEREOF I hereunto set my hand and official seal.
Notary Public/Justice of the Peace
Notary Public/Justice of the Peade My Commission expires: 500 (0,20)3 My Commission expires: 500 (0,20)3 Commission Expires JUNE 6, 2023
JUNE 6, 2023 WE PEACHTHING

NORTHAME76

Client#: 1010755

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2018

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

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

ting continuate account to the continuation and continuation					
PRODUCER	CONTACT NAME:				
USI Insurance Services LLC	PHONE (A/C, No, Ext): 855 874-0123 (A/C, No): 781-376-5035				
12 Gill Street Suite 5500	E-MAIL ADDRESS:				
Woburn, MA 01801	INSURER(S) AFFORDING COVERAGE				
855 874-0123	INSURER A : Philadelphia Insurance Company	32204			
INSURED	INSURER B : North River Insurance Company	21105			
North American Family Institute Inc.	INSURER C:				
90 Maple St.	INSURER D :				
Suite 2	INSURER E :				
Stoneham, MA 02180	INSURER F:				

OVERAGES	CERTIFICATE NUMBER:	REVISION NU

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	ADDLSUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LOMET	S
Α	X COMMERCIAL GENERAL LIABILITY		PHPK1920340	01/01/2019	01/01/2020	EACH OCCURRENCE	s1,000,000
1	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (En occurrence)	s1,000,000
						MED EXP (Any one person)	s 5,000
						PERSONAL & ADV INJURY	s 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			ŀ		GENERAL AGGREGATE	s3,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	s 3,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		PHPK1920333	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY				!	PROPERTY DAMAGE (Per accident)	\$
	X Comp\$1000 X Coll\$1000						\$
Α	X UMBRELLA LIAB X OCCUR		PHUB658528	01/01/2019	01/01/2020	EACH OCCURRENCE	s10,000,000
	EXCESS LIAB CLAIMS-MADE				1	AGGREGATE	\$10,000,000
1	DED X RETENTION \$10000						s
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4067308836	07/01/2018	07/01/2019	PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	"'^		1		E.L. DISEASE - EA EMPLOYEE	s1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			ļ		E.L. DISEASE - POLICY LIMIT	s1,000,000
Α	Professional		PHPK1920340	01/01/2019	01/01/2020	Occ \$1,000,000	
		- 1				Aggr \$3,000,000	
]	·	

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

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

Joseph C. Blanche

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Our Mission

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



Financial Statements

June 30, 2017

(With Independent Auditors' Report Thereon)

Financial Statements

June 30, 2017

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

Independent Auditors' Report

The Board of Directors NFI North, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFIN as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.



Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated September 29, 2017 on our consideration of NFIN's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering NFIN's internal control over financial reporting and compliance.

KPMG LIP

September 29, 2017

Statement of Financial Position

June 30, 2017

Assets

Current assets:		
Cash and equivalents	'\$	2,482,200
Accounts receivable, net (note 2)		1,257,182
Prepaid expenses and other current assets		49,043
Total current assets		3,788,425
Property and equipment (note 4):		
Land		535,992
Buildings and improvements		7,620,725
Equipment and furnishings		709,420
Motor vehicles	_	983,656
		9,849,793
Less accumulated depreciation		(5,512,840)
Property and equipment, net	٠.	4,336,953
Other assets	_	19,314
Total assets	\$_	8,144,692
Liabilities and Net Assets		,
*Current liabilities:		
Current portion of long-term debt (note 4)	\$	620,086
Accounts payable		113,511
Accrued payroll and related liabilities		488,623
Other accrued expenses		139,911
Deferred revenue		811,636
Due to affiliate short-term (note 7)	_	8,686
Total current liabilities	_	2,182,453
Long-term liabilities:		
Long-term debt, net of current portion (note 4)		2,529,829
Due to affiliate long-term (note 7)	_	236,978
Total long-term liabilities	_	2,766,807
Total liabilities .	_	4,949,260
Net assets:		
Unrestricted		3,127,848
Temporarily restricted	_	67,584
Total net assets		3,195,432
Total liabilities and net assets	\$_	8,144,692

Statement of Activities

Year ended June 30, 2017

Changes in unrestricted net assets:		
Revenues and other support:		
Contracts, net (note 2)	\$	19,732,583
Contributions:		
tn-kind		676,137
Other		3,693
Interest and dividends		26,819
Miscellaneous		(1,061)
		- 20,438,171
Net assets released from program restrictions	_	18,484
Total revenues and other support	_	20,456,655
Expenses:		
Program services		17,380,999
Supporting services (note 7)	_	2,155,032
Total expenses	_	19,536,031
Increase in unrestricted net assets before nonoperating activities		920,624
Nonoperating revenues:		
Gain on disposal of property and equipment		6,510
	_	
Increase in unrestricted net assets	_	927,134
Changes in temporarily restricted net assets:		
Contributions		26,008
Net assets released from program restrictions		(18,484)
Increase in temporarily restricted net assets	_	7,524
Increase in net assets		934,658
		•
Net assets at beginning of year	_	2,260,774
Net assets at end of year	\$	3,195,432

Statement of Functional Expenses

Year ended June 30, 2017

	-	Program services	Supporting services	Total
Personnel expenses:				•
Salaries, payroll taxes and employee benefits	\$	12,576,958	1,097,358	13,674,316
Other expenses:				
Contracted services	•	777,904	849,997	1,527,901
Other direct costs		902,084	96,256	998,340
Consumables		777,915		777,915
Occupancy		684,918	21,412	706,330
tn-kind		675,153	984	676,137
Transportation		287,758	28,654	316,412
Equipment		117,548	20,417	137,965
Interest	_	117,651	8,347	125,998
•		4,340,931	1,026,067	5,366,998
Depreciation and amortization		463,110	31,607	494,717
Total expenses	` \$ <u>_</u>	17,380,999	2,155,032	19,536,031

Statement of Cash Flows

Year ended June 30, 2017

Cash flows from operating activities:		
Increase in net assets	\$	934,658
Adjustments to reconcile increase in net assets to net cash provided by operating		
activities:		•
Depreciation and amortization		494,717
Gain on sale of property and equipment		(6,510)
Changes in assets and liabilities:		
Accounts receivable, net		65,773
Prepaid expenses and other current assets		17,667
Other assets		(5,960)
Accounts payable		20,900
Accrued payroll and related liabilities		84,027
Other accrued expenses		30,169
Deferred revenue		710,647
Net cash provided by operating activities	_	2,346,088
Cash flows from investing activities:		
Purchases of property and equipment		(243,006)
Proceeds from sale of property and equipment		7.500
Decrease in due from affiliate		5,967
Net cash used in investing activities		(229,539)
Cash flows from financing activities:		
Issuance of long-term debt		24,749
Repayments of long-term debt	•	(286,772)
Decrease in due to affiliates		(45,547)
Net cash used in financing activities		(307,570)
Net increase in cash and equivalents		1,808,979
Cash and equivalents at beginning of year		673,221
Cash and equivalents at end of year	\$	2,482,200
Supplemental data:		
Cash paid for interest		405 005
	\$	125,998

Notes to Financial Statements June 30, 2017

(1) Summary of Significant Accounting Policies

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

(a) Basis of Presentation

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

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

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

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

(b) Revenue Recognition

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

(c) Income Taxes

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

(d) Use of Estimates

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

7

Notes to Financial Statements June 30, 2017

(e) Concentration of Risk

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

(f) Cash Equivalents

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

(g) Property and Equipment

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

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

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

(h) Self-Insurance

NFIN is self-insured for employee medical healthcare costs. At June 30, 2017, the estimated liability for healthcare claims incurred but not yet reported or paid was \$73,259 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

(i) In-Kind Contributions

In-kind contributions are generally recognized at fair value on the date received. During fiscal 2017, NFIN received in-kind contributions of services, rent, equipment and furnishings, and consumables amounting to \$676,137.

(i) Subsequent Events

NFIN has evaluated events subsequent to June 30, 2017 and through September 29, 2017, which is the date that the financial statements were available to be issued. NFIN has determined there are no material events that would require recognition or disclosure in this report through this date.

(2) Accounts Receivable

Accounts receivable of \$1,257,182 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of \$5,691. Contract revenues of \$19,732,583 in 2017 have been decreased by contractual adjustments of \$144,334.

Notes to Financial Statements June 30, 2017

(3) Line of Credit

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV) and NFI Massachusetts, Inc. (NFI), an on demand \$8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate per annum equal to the Wall Street Journal Prime Rate, plus 0.50% per annum, (4.75% at June 30, 2017). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. At June 30, 2017, \$1,125,000 was outstanding under this line of credit, none of which was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2017 for a total of \$1,933,194. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized with additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

(4) Long-Term Debt

Long-term debt at June 30, 2017 consisted of the following:

Interest rate at June 30, 2017	Fiscal year due	Amount
Mortgages payable, secured by real estate: 0.00% to 8.00% fixed	2018-2031 \$	3,007,288
Total mortgages payable	_	3,007,288
Vehicle notes secured by automobiles: 0.00%–5.99% fixed	2018–2022	142,627
Total vehicle note payables		142,627
Total long-term debt	-	3,149,915
Less current portion	_	(620,086)
Total long-term debt, net of current portion	\$ _	2,529,829

Certain mortgages payable to housing authorities provide that a portion of the principal will be forgiven at the end of the loan period if the underlying properties are used to provide housing in accordance with stipulated conditions. In addition, certain mortgages payable contain various prepayment penalties.

Notes to Financial Statements

June 30, 2017

Scheduled repayments of long-term debt are as follows:

		Amount due
Year ending June 30:		
2018	\$	620,086
2019		185,350
2020		128,547
2021		127,644
2022		307,309
Thereafter	***	1,780,979
•	\$	3,149,915

Interest expense was \$125,998 for the year ended June 30, 2017.

(5) Operating Leases

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to \$106,108 for the year ended June 30, 2017, including \$49,789 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2017 are as follows:

	 Amount due	
Year ending June 30:		
2018	\$ 70,248	
2019	56,413	
2020	 21,455	
	\$ 148,116	

(6) Retirement Plan

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected to contribute \$83,921 for the year ended June 30, 2017.

Notes to Financial Statements June 30, 2017

(7) Related-Party Transactions

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to \$966,798 for the year ended June 30, 2017, and have been included in supporting services expenses in the accompanying statements of activities and functional expenses.

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was \$49,789 for the year ended June 30, 2017, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement underpayments have resulted in a balance due to NAFI as of June 30, 2017 in the amount of \$245,664. This amount has been reported as due to affiliate in the accompanying statement of financial position and the current portion of \$8,686 is expected to be paid within one year.

NAFI and affiliated corporations (NFIN, NFIVT, NAFICT and NFIM) may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. For the year ended June 30, 2017, there were no short term loan transactions with NFIN.



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

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

The Board of Directors NFI North, Inc.:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (NFIN), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 29, 2017.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

NFI NORTH, INC. OFFICERS

Title	Name	Address
President	Heidi Edwards Dunn Educational Program Coordinator NH Small Business Administration	
Treasurer	Dellie Champagne Events Coordinator/Teacher/Consumer Representative	
Clerk/Secretary	Doug Giles Retired Fire Fighter/Organic Farmer	

BOARD OF DIRECTORS Name Address Occupation Retired Fire Fighter/Organic Doug Giles Farmer **Business Owner** Don Winn Business Women/Consumer Suc Allen Representative Educator and Immediate Past Suanne Nader Board President, NFI North **Educational Program** Heidi Edwards Coordinator Dunn **NH Small Business** Administration Lyn Healy Educator Development Officer Laura Rauscher Events Dellie. Coordinator/Teacher/Consumer Champagne Representative

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 10/17/16 Annual Meeting

JANICE A. WILLIAMSON

HIGHLIGHTS OF QUALIFICATIONS:

- 30 years of experience with non-profit organizations, the last 25 in management and program administration.
- . B.A. in Sociology backed by professional development courses in human services and management.
- · Graduate of U.S. Army Command and General Staff College.
- Strong track record in developing and implementing training and support programs.
- Experienced in budget development/administration and grant writing.
- Accustomed to representing agency/participant interests through public speaking and personal representation.
- Extensive experience in developing Individual Service Plans vocational curriculums.
- Extensive experience in developing Individual Educational Plans and alternate school curriculums.
- Extensive experience with administrative functions, including supervision of staff, hiring, terminations, staff development and evaluation.
- · Skillful in developing and managing contracts.
- Adept at interpreting and ensuring program compliance with state and federal regulations.
- Adept at interpreting Special Education regulations and managing alternate special education schools.
- Strong leadership qualities and proven willingness to accept responsibilities demonstrated throughout civilian and military careers.
- · High level of self-initiative and resourcefulness in achieving managerial objectives.
- Adept at implementing and maintaining the Mental Illness Management Services (MIMS).

EXPERIENCE AND ACCOMPLISHMENTS:

1998 to Present NFI NORTH, INC.

Regional Director

Responsible for oversecing the operations of all programs in my region. Provide leadership, supervision, guidance and clinical support. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

1994 to 1998 NFI NORTH, INC.

Program Director, North Country Shelter, Jefferson. NH

Responsible for total operations of co-ed program for 15 NH court ordered youth and over twenty five full-time staff. This included placement, counseling, treatment, special education, and all HR functions.

1993 to 1994 NORTHERN NH DEVELOPMENTAL SERVICES & MENTAL HEALTH, Wolfeboro, NH

Residential Coordinator of lower Carroll County located at the Carroll County Mental Health Center. Coordinate and implement all residential programs for individuals with a mental illness. Responsible for all ISO/Enhance family care residential programs. Responsible for all compliance with state and federal regulations.

1983 to 1992 COMMUNITY SERVICES COUNCIL OF MERRIMACK COUNTY. Concord, NH Program Administrator of the Traumatic Brain Injury Residential Program and the Vocational Training Program, both located at Franklin Falls Farm - 1989 to May 1992

Direct all aspects of rehabilitative services for brain-injured adults and progressive vocational programming for the developmentally disabled. Oversee two program managers and a staff of 18

residential and vocational trainers providing services for a caseload of 30. Administer a \$500,000 annual budget.

Developed a profitable small business program as a vocational training tool for the developmentally disabled.

Established highly successful, non-traditional alternative vocational programs for those in need of more comprehensive therapeutic programming.

Planned/supervised programming and staff involved in developing and delivering three separate vocational training programs for the developmentally disabled and mentally ill throughout central New Hampshire.

Directly involved in agency's receipt of \$200,000 "Mobility Grant" for developing the TBI program. Established strong relations with other TBI programs nationwide.

Introduced the area's first vocational training program for the developmentally disabled by establishing a day program at a local church hall.

Formulated and implemented all program models and management systems on which the Franklin Falls Farm program was developed.

Implemented and coordinated services with outside therapists (speech, occupational, physical and behavioral).

Supervised all job coaches and trainers.

1980 to 1983 LACONIA STATE SCHOOL AND TRAINING CENTER, Laconia, NH Recreational Therapist

TEACHING EXPERIENCE

1978 to SAU #4, New Hampshire
1979 Substitute Teacher for Middle-Secondary School
1977 to HOLBROOK SCHOOL, Holbrook, MA
1978 Substitute Teacher for Middle-Secondary School.

MILITARY EXPERIENCE:

1978 to UNITED STATES ARMY NATIONAL GUARD, Concord, NH

1998 Demonstrated strong lendership and management abilities resulting in career progress from the rank of Private to current rank of Lt. Colonel. Served as the Deputy Director of Personnel overseeing a staff of 20 at the Starc level. One of New Hampshire's first two female soldiers to graduate from Officer Candidate School. 1988 recipient of the NH Army Commendation Medal for Outstanding Service. 1986 recipient of the Army Commendation Medal for Meritorious Achievement. NH's 1985 Junior Officer of the Year. 1993 recipient of the Meritorious Service Medal for Exceptional Meritorious Service.

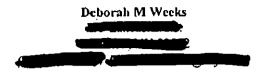
EDUCATION: North Adams State College, North Adams, MA. B.A. in Sociology.

PROFESSIONAL DEVELOPMENT:

1984 to Present Completion of many staff development workshops and seminars related to direct care and management within human services.

1995 Facilitator/Frainer of Moderate Level Challenge Course.

- 1989 to 1993 U.S. ARMY GENERAL COMMAND AND STAFF COLLEGE, Londonderry, NH Officers training in management, administration, counseling and executive responsibilities.
- 1987 U.S. ARMY INSTITUTE FOR PROFESSIONAL DEVELOPMENT, Newport News, VA Advanced Management, leadership and administration.
- 1981 U.S. ARMY, Aberdeen, MD Officer Basic Course.



Profile/Qualifications

- Motivated, personable business professional, who is dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve goals
- Diplomatic and tactful with professionals and non-professionals: able to grow positive relationships with clients and colleagues at all organizational levels
- Accustomed to handling sensitive, confidential records; demonstrated history of documenting accurate, timely reports
- Flexible and versatile team player open to learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively.
- Stroug leader providing regular supervision, encouragement and teaching skills to several staff members.

Employment Experience

NFI NORTH ARRAY OF SERVICES: DAVENPORT SCHOOL

APRIL 2016-PRESENT

JEFFERSON, NH

Position Held: Program Director

- Promoted to manage a residential program and school for at risk youth to include a staff team of 40+ employees
- Responsible for staff supervision and coordination of staff training
- Attend treatment meetings for clients and assist in implementing treatment plans
- Communicate with Funding Providers and Outside Resources
- · Responsible for oversight of payroll, billing and staying within a set budget
- Oversee compliance standards for Bureau of Nutrition
- Continuously update Policy and Procedure guidelines as mandated by Licensing and Certification.
- Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, marketing, and licensing of foster homes

NFI NORTH ARRAY OF SERVICES:

DAVENPORT SCHOOL

JULY 2013-APRIL 2016

JEFFERSON, NH

Position Held: Assistant Program Director

- Responsible for staff supervision and coordination of staff training
- Attend treatment meetings for clients and assist in implementing treatment plans
- Communicate with Funding Providers and Outside Resources
- Oversee house management and ensure safety of building and vehicles (supply ordering, maintenance delegation and complete regular inspections)
- Actively engage with clients and staff to promote healthy relationships between management, direct care staff and clients
- Support the Program Director in overall program operations.

NFI NORTH COUNTRY SHELTER

AUGUST 2007-JULY 2013

JEFFERSON, NH

Positions Held: Shift Supervisor, Direct Care Counselor and Teacher's Aide

- · Working with court ordered juveniles in an alternative school setting
- · Assisting teachers in teaching, disciplining and role modeling for clients
- Help coordinate and implement the curriculum for special education teaching, following through with students IEP's.
- Report directly to Juvenile Probation Parole Officers (JPPO's), families, sending school districts, and supervisors on a regular basis
- Organize daily events, and document daily and weekly progress on clients
- · Facilitate counseling for clients in individual and group settings
- Provide therapeutic intervention services to clients using individual and group treatment.

TANSUN PLACE RESTAURANT/CATERING

APRIL 1989-PRESENT

GROVETON, NH
Position Held: Owner/Manager

atton trem. On her transfer

- Managed the overall performance of food service facility and kitchen operations.
- Directed the recruitment, interviewing, hiring, training, motivation and evaluation of crews.
- Oversaw the quality of recipes, service standards, and sanitation practices.
- Controlled fiscal aspects of business operations and met financial goals.
- Coordinated work schedules, ordered food and supplies, and developed restaurant team.
- Supervised the preventative maintenance and upkeep of equipment, facility, and grounds.
- Ensured a safe workplace and pleasant customer service experience.

Community Service

CASA OF NEW HAMPSHIRE

FEBRUARY 2008-MAY 2016

COLEBROOK, NH

Position Held: CASA/GAL

- Volunteer court appointed advocate for abuse and neglect children in the State of NH
- Meeting with clients regularly and assessing their needs
- · Getting support in place for their needs
- · Attending court hearings to advocate for their needs
- Writing reports for the court

TOWN OF NORTHUMBERLAND

MARCH 2008-MARCH 2017

NORTHUMBERLAND, NH

Position Held: Chairman of the Board: Trustees of the Trust Funds
Justice of the Peace

- Account for all the town's monies held in trust
- Basic bookkeeping and accounting
- Accountability to local and state officials
- · Grant writing and advocacy for town funds
- Set up of investment policies
- Notarize official documents
- Assist with maintaining budgetary disciplines for the Town of Northumberland, abiding by the laws set forth by the State of New Hampshire

Education Experience

GRANITE STATE COLLEGE

Littleton, NH

Paralegal Certificate

August 2007

SPRINGFIELD COLLEGE

St. Johnsbury, VT

BS in Human Services

December 2010

December 2012

SPRINGFIELD COLLEGE

St. Johnsbury, VT

MS in Human Services (MOML)

References Available Upon Request

ENDORSEMENT(S)

ISSUE DATE

ž_...

06/20/2017

Ea/04 [191831

PE2

Date of Issue 06/23/2017

Deborah M. Weeks

Is qualified for the following endorsements: (40)

Valid Date, to 23 2647 | 06-30/2020

· Deborah M. Weeks

103 Luneuster Rd Groveton, NH 02582

Paraenucator II

F3056 91877 DATE OF ISSUE 06 27 2017 VALUE DATE: 08 23 2017 + 96 30 20 20

ENDORSEMENT(S)
Paraedodass - II

,,,<u>,</u>

Frank Esciphia

Scott Maria Pri E

Commercial Contract

CONTRACTOR NAME NFI North Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jan Williamson	Regional Director	\$95,000	0.00%	0.00%
Deborah Weeks	Program Director	\$57,000	0.00%	0.00%
				



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. Director

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

January 12, 2018

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

REQUESTED ACTION

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

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

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

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

Easter Seals Education Program (Vendor #177204-B005)

555 Auburn Street, Manchester, NH 03103 **Class Title Activity Code** Contract **SFY** Class/Object Amount 42107501 \$62,711 Pass Thru Grants 2018 571-500929 Pass Thru Grants 42107501 \$10,250 571-500929 2019 Subtotal: \$72,961

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

19 North Fruit Street, Concord, NH 03301

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

Mount Prospect Academy (Vendor # 168139-B001)

PO Box 58, 354 Main Street, Plymouth, NH 03264

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

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

PO Box 417, 40 Park Lane, Contoocook, NH 03229

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

Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162,133 River Road, Suncook, NH 03275

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

Spaulding Youth Center (Vendor #154273)

72 Spaulding Road, Northfield, NH 03276

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

EXPLANATION

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

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

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

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

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

Area Served: Statewide

Source of Funds: 100% Other Funds.

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

Respectfully submitted,

Joseph E. Ribsam, Jr.

Director

Approved by:

Jeffrey A. Meyers
Commissioner

Subject: Title 1 Programs for DCYF (RFA-2017-DCYF-07-TITLE-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name		1.2 State Agency Address		
Department of Health and Huma	n Services	129 Pleasant Street		
		Concord NH 03301-3857	,	
			<u></u>	
1.3 Contractor Name		1.4 Contractor Address		
1	•	40 Park Lane		
NFI North, Inc.		PO Box 417		
		1		
·		Contoocook,NH 03229	Lio Distinguis	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number		i		
603-746-7550	05-095-042-421010-29750000	August 31, 2018	\$ 251,713	
1 300 . 10 .023	1			
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	umber	
E. Maria Reinemann, Esq.		603-271-9330		
Director of Contracts and Procur	rement	1		
Director of Contracts and Proces	Circia			
1.11 Contractor Signature		1.12 Name and Title of Contra	ctor Signatory	
()		Paul Dann	•	
	1 0		'	
	•	Executive Director		
1 12 Advaculedgement: State	of Acuttonps by County of 11	ectingex	,	
1.13 Ackilowiedgement. State	of stematical and or the	of the same of		
a Tanishing Sale 1 C.	e the undersigned officer, personal	ly appeared the person identified i	n block 1-12 or satisfactorily	
On the Court of the Court	e the undersigned officer, personal	ly appeared the person recitined the	is document in the capacity	
	ame is signed in block 1.11, and ac	cknowledged that sine executed th	is document in the capacity	
Securated in block 1025		<u> </u>	 	
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By:		Director, On:		
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1.17 Approval by the Attorney	General (Form, Substance and Ex	ecution) (if applicable)		
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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 hercunder, 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

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 (4) 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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule:
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition
- of this Agreement.

 8.2 Upon the occurrence of any Event of Default, the State
- may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

14. INSURANCE.

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

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

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 1/5/18



Scope of Services

1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.
- 1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Contractor Initials

Date
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Title I Part D, Subpart 1, Section 2 – Institution July, 2016 Page 1 c

NFI North Inc. Institution Names for DCYF

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

INSTITUTION LEVEL APPLICATION

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

Subject/Program Area	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2015-2016 SY?	What assessments that will be used to assess these goals? Include pre/post dates for reeding and math assessments.	Who is responsible for giving and analyzing student results
Academic Outcomes Mathematics	Students will calculate accurately to solve real world problems using reasoning and proof, problem solving strategies, representation, and/or connections.	1. Students will perform the 4 basic mathematical operations with rational numbers. 2. Students will utilize computation to find solutions to real life problems. 3. Students will use logical reasoning, estimation and mental computations to determine the validity of solutions.	The BASI (Basic Achievement Skills Inventory, NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district records to determine entry level and standards-based grading using Engrade to track progress.	Education Coordinators, Teachers
Reading	Students will read age appropriate fiction and non-fiction texts with understanding.	Students will form initial understanding of materials read by identifying major elements presented in the text. Students will read to	The BASI (Basic Achievement Skills Inventory), NEAT (Norris Educational Achievement Test) Form A, or NWEA Maps Assessment are used in conjunction with sending district	Education Coordinators, Teachers

Contractor Initials

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acquire Information for different purposes i.e. prepare research projects or gain general impressions of material presented. 3. Students will utilize questioning, reviewing, revising and rereading to monitor comprehension and enhance overall understanding.	rading
the ability to choose a form of writing appropriate for their purpose. 1. Students will demonstrate the ability to choose a form of writing appropriate for their purpose. 1. Students will demonstrate the ability to choose a form of writing appropriate for their purpose. The BASI (Basic Achie Skills Inventory, NEAT Educational Achievement of writing appropriate for their purpose.	(Norris Coordinators, ent Test) Cachers
2. Students will identify a topic to be addressed in a written piece and employ organizational techniques to develop and expand their ideas. Assessment are used conjunction with sending records to determine e and standards-based cusing Engrade to track	in ng district ntry level prading
3. Students will demonstrate understanding that a piece of work will require multiple drafts to reflect purpose and clarify ideas.	
4. Students will edit writings to correct error in spelling, punctuation, grammar, usage and capitalization.	
5. Students will demonstrate the ability to verbally deliver clear and focused ideas and content in a well- organized grammatically	

Vocational Outcomes		· .	July, 2016 P	age 3 of 20
Aocarional Onfcomes	• •		•	
Life Skills for Successful Transition to Career and College	Students will acquire the knowledge, attitudes and skills necessary to make a successful transition from the school setting to the world of word. Students will develop characteristics and behaviors necessary for successful independent living. Students will set goals and develop action plans for returning to family, school and the community.	 Students will demonstrate behaviors necessary for maintaining physical and emotional health. Students will identify tools and resources needed to achieve their learning goals. Students will demonstrate an understanding of career clusters and career ladders. Students will locate, evaluate and interpret career information. Students will explain how employment opportunities relate to education and training. Students will compile a resume reflecting current achievements and information. Students will compile an Educational Transition Portfolio of pertinent information and materials needed when seeking employment. 	1. Students will utilize their Individual Service Ptan (IEP) Goals and evaluate themselves on a dally basis. 2. For Students with IEP's, transition goals and activities are implemented. 3. Student Work Portfolio 4. The Harrington O'Shea Career Decision Making System Level 2 is administered to all high school students as they enter the program. 5. The Vocational Preference Inventory (VPI) is given to students, age 15 or older. 6. Completed resume. 7. Educational Transition Portfolio. 8. The Brigance Transition Skills Inventory is used to assess and identify focus areas for goal setting and	

Title I Part D, Subpart 1, Section 2 – Institution July, 2016 Page 4 of 20

NFI North Inc.
Institution Name

2. Scope of Project

A. Students to Be Served

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

Ages	Reading	Mathematics	Writing and Language Development	Vocational Education
5 - 10 years old	0	0	. 0	0
11 - 15 years old	60	60	60	60
16 - 18 years old	88	88	88	88
19+ years old	0	0	0	0.

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
5	1 FTE	Instructional Aides	Bachelor's Degree or 1 to 2 years related experience or training and/or equivalent of education and education.	\$38,272
				,

C. Transition Coordinator

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

Lorraine Sanders
Name of Individual

Educational Coordinator, Davenport School
Title of Individual

Jaqueline Capelo
Name of Individual

Educational Coordinator, Midway Shelter School
Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 35 divided by Total T1 D staff FTE 5 = 7 to 1

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NFI North Inc.

Exhibit A-1

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Title I Part D, Subpart 1, Section 2 – Institution July, 2016 Page 5 of 20

NFI North Inc. Institution Name

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

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

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

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

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

Both the Davenport School and the Midway Shelter School are staffed similarly. Each school consist of an Educational Coordinator, Special Ed. Te4achers, Teachers, and Teacher Aides. The Education Coordinator (EC) is responsible for ensuring that the schools are adhering to the requirements of the DOE, ensuring that the school is delivering appropriate educational services, and overseeing the qualifications and professional development of all educational staff.

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

The Special Educational Teacher is responsible for implementing the special education services for coded students. It is also their responsibility to communicate with the Teacher and Aides the specifics of each plan. This ensures all modifications and accommodations are being followed as well as ongoing assessment and progress monitoring takes place.

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NFI North Inc.

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

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

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

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

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

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

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

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

F. Transition Services:

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

An estimated \$44,235 which is 15% of the Title 1 funds requested will be used to provide transitional services for neglected or delinquent children and youth in the following ways: mentoring for re-

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NFI North Inc.

Exhibit A-1

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engagement and positive participation leading to successful experience of school; strength and interest assessments to inform school/career/job goal setting and planning for post-secondary career or college experience; teaching social and behavioral skills, teaching personal finance and independent living skills; tutoring; and high school equivalency pre-assessment guidance.

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

The Teacher Aldes will provide tutoring to those students that will transition back to their sending school by helping those complete assignments and providing academic support. Aides also provide individual support in the classroom for students struggling especially with mathematics, reading and writing. Aides provide observations to the teachers about student progress and performance. In order to develop positive learning skills, the Aides, along with all educational staff, will provide supportive counseling within the normative learning community model. In addition, students through the Normative Learning Community supporting growth in self-awareness and self-regulation. Staff model, teach, and encourage empathy and consideration for others, as well as helping students learn about how their behavior impacts others and how to use decision-making in a positive, prosocial way.

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

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

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

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

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Date // 5// &

Title 1 Part D, Subpart 1, Section 2 - Institution July, 2016 Page 8 of 20

> NFI North Inc. 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.

NFI North, Inc. (NFI) programs provide a welcoming and supportive environment that engages students in a positive way. A positive culture is consciously supported by program personnel and strategically by the education staff, in order to reduce negative norms by which many students have lived. Values that determine the positive norms of programs within NFI network include respect, responsibility, acceptance, accountability and caring. Members are recognized and rewarded for their contributions to the community. The combined result of all these norms is the development of a safe, caring community in which members are willing and able to help each other and be productive community members. This beaks the cycle of rejection and failure as well as creates a heightened sense of self-worth.

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

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

The Education Coordinator will provide the initial orientation and bi-weekly supervisions thereafter. In addition, the Teachers and Teacher Aides will attend weekly educational staff meetings and focus primarily on "best practices in the classroom". Trainings on alternative assessments, paraprofessional/teacher collaboration, technology in the classroom and incorporating an experiential component to students' programs are conducted. Lesson

planning is addressed during these meetings. Hours of When Form Whom **What Topics** Timeline Training -40 hrs./year On-line All Educational Staff Technology School year **Various** 8 as part All Education Staff **NWEA Training** School year of staff meeting Various es part All Education Staff Plato Training All year of staff meeting Offered 8 four All Education Staff SAFE School year times a Alternatives for vear Everyone Offered 6 four All Education Staff Engagement and School year times a involvement year

RFA-2017-DCYF-07-TITLE-04 NFI North Inc.

Exhibit A-1 8 of 10

Contractor Initials 1

Title I Part D, Subpart I, Section 2 - Institution
July, 2016 Page 9 of 20

Hours of Training 40 hrs./year	When	Form Whom	What Topics	Timeline
6	Offered four times a year	All Education Staff	Emergency Management Training	School year
6	Offered four times a year	All Education Staff	Depression and Suicide	School year
6	Offered four times a year	All Education Staff	Group Process	School year
. 6	Offered four times a year	All Education Staff	Professional Boundaries	School year
6	Offered four times a year.	All Education Staff	Child Abuse Policy and Procedures	School year
6	Offered two times a year	All Education Staff	First Aid/CPR	School year
6	Meets once a month	All Education Staff	Integrating the Common Core into Curriculum	School year
6	Meets once a month	All Education Staff	Improving Student Learning and Success	School year

H. Coordination:

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

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

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

RFA-2017-DCYF-07-TITLE-04
NFI North Inc.

Exhibit A-1 9 of 10 Contractor Initials

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Exhibit A-1

Title I Part 0, Subpart 1, Section 2 – Institution
July, 2016 Page 10 of 20

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

The Education Coordinator write weekly progress reports for each student that are sent to probation offices and may be made available to schools or parents/guardians when requested.

NFI North Education Services work with other collaterals such as; social workers, therapist, guardian ad litems, and any other identified entity as identified as part to the case.

RFA-2017-DCYF-07-TITLE-04
NFI North Inc.

Exhibit A-1 10 of 10 Contractor Initials Date 1/5/



Exhibit B

Method and Conditions Precedent to Payment

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

DCYF Fiscal Administrator Department of Health and Human Services 129 Pleasant Street Concord, NH 03301

10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Contractor Initials
Date 1/5/6

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

Line Item	Amount	
Salaries	\$16,786	
Contracted Services - NH Council of the Arts; Artist in Residence	\$12,000	
Professional Development Activities	\$1,800	
Travel	\$2,000	
Supplies	\$2,000	
Other (Administration)	\$2,000	
Total	\$36,586	

Exhibit B-1 Page 1 of 1 Contractor Initials

Date

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

Line Item	. Amount .	
Salaries	\$105,130	
Benefits	\$28,385	
Contracted Services - Consultants for	\$7,460	
Integrating/Developing Common Core	·	
Curriculum and NH Council of the Arts;		
Artist in Residence	•	
Professional Development Activities	\$840	
Travel	\$150	
Supplies	\$5,365	
Books	\$2,500	
Equipment	\$18,460	
Other (Administration)	\$9,200	
Total	\$177,490	

Exhibit B-2 Page 1 of 1 Contractor Initials Date //5/8

NFI North, Inc.

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

Line Item	Amount
Salaries	\$21,005
Benefits	\$5,672
Contracted Services - NH Council of the	\$4,960
Arts; Artist in Residence	•
Travel	\$250
Supplies	\$3,950
Other (Administration)	\$1,800
Total	\$37,637

Exhibit B-3 Page 1 of 1 Contractor Initials

Date 1/5/18

New Hampshire Department of Health and Human Services Exhibit C



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:

- 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.
- 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:

Exhibit C - Special Provisions

Contractor Initials

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New Hampshire Department of Health and Human Services Exhibit C



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.

Exhibit C - Special Provisions

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New Hampshire Department of Health and Human Services Exhibit C



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

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

Exhibit C - Special Provisions

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New Hampshire Department of Health and Human Services Exhibit C



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

19.3. Monitor the subcontractor's performance on an ongoing basis

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Exhibit C - Special Provisions

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New Hampshire Department of Health and Human Services Exhibit C



- 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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Date //5/

Exhibit C - Special Provisions

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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - 4. CONDITIONAL NATURE OF AGREEMENT.

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

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 3. Extension:

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

Exhibit C-1 - Revisions to General Provisions

Date /

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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

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2

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

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

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

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

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

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

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

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

Contractor Name:

Name. Title:

EXECUTIVE DIRECTOR

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Initials

Date 1/5/18

New Hampshire Department of Health and Human Services Exhibit E



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 subcontractor), 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-L)
- 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:

Name: Title:

Exhibit E - Certification Regarding Lobbying Page 1 of 1

CU/DHHS/110713



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

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

Contractor Initials Date 1/5//8

Exhibit F -- Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Name: Title:

EXOCUTIVE PIRECTOR

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Contractor Initiats _

Date .

CU/DHHS/110713



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

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

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

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

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

Exhibit G

Contractor Initials

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

Page 1 of 2



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:

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

Contractor Name:

Name: Title:

Executive DIRE

Exhibit G

Contractor Initials.

6/27/14 Rev 10/21/14

Page 2 of 2



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:

Name: Title:

Environmental Tobacco Smoke Page 1 of 1

Exhibit H - Certification Regarding

Contractor Initials

Exhibit I

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

Date // 5//8

Exhibit 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. <u>"Unsecured Protected Health Information"</u> 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, purpose to the terms and forth in
 - 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 Busigess

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initials

Date 1/5/18



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;
 - Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Contractor Initials

Date //5/18



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.
- 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.
- 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

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initiats

Date 1/5/18



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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6 Contractor Initials

Date 2 5 / 8



Exhibit (

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

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

Department of Health and Human Services	NFI NORTH INC.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
- Josph Kiba	- PAUL L DANN
Name of Authorized Representative	Name of Authorized Representative
Dreston DC4F	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
1/18/18	1/5/18
Data	Deta

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 6 of 6

Contractor Initials (R

Date 1/5/18



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

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

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

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

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

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

Contractor Name:

Name Title:

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Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Contractor Initiats

CU/DHH\$/110713



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.

	on notes questions are	e and accurate.				
1.	The DUNS number for	our entity is: 945 826 951				
2. In your business or organization's preceding completed fiscal year, did your business or organization's preceding completed fiscal year, did your business or organizate receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontrationally 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 abo	is NO, stop here				
	If the answer to #2 abo	is YES, please answer the following:				
3.	ess to information about the compensation of the executives in your through periodic reports filed under section 13(a) or 15(d) of the Securities U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of					
	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 compet organization are as follows:	ation of the five most highly compensated officers in your business or				
	Name:	Amount:				
	Name:	Amount:				
	Name:	Amount:				
	Name:	Amount:				
	Name:	Amount:				



DHHS INFORMATION SECURITY REQUIREMENTS

- Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information whereapplicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce. Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2: DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

Exhibit K
DHHS information
Security Requirements

Page 1 of 2

Contractor Initials (R)

Date 1/5//

6/2017

New Hampshire Department of Health and Human Services Title I Programs for DCYF

State of New Hampshire Department of Health and Human Services Amendment #1 to the Title I Programs for DCYF Contract

This 1st Amendment to the Title I Program for DCYF contract (hereinafter referred to as "Amendment #1") dated this 14th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Pine Haven Boys Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 133 River Road, Suncook, NH 03275.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- 1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
 - August 31, 2019.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$228.063.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- . 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Section 3 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Section 3, to read:
 - 3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1 through Exhibit B-5.
- 6. Delete Section 4.2 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Section 4.2, to read:
 - 4.2 Allowable costs, expenses, and fees are those included in Exhibit B-1 through Exhibit B-5.
- 7. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8.1 in its entirety and replace with Section 8.1, to read:
 - 8.1 The Contractor shall submit supporting documentation that supports evidence of actual expenditures, in accordance with Exhibit B-1 through Exhibit B-5.



New Hampshire Department of Health and Human Services Title I Programs for DCYF

- 8. Add Exhibit B-4, Amendment #1, Budget Sheet.
- 9. Add Exhibit B-5, Amendment #1, Budget Sheet
- 10. Add Exhibit K, DHHS Information Security Requirements.

This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Pine Haven Boys Center RFA-2017-DCYF-07-TITLE-05 Amendment #1



New Hampshire Department of Health and Human Services Title I Programs for DCYF

Date	Name: Title:						
	Pine Haven Boys Center						
13/3/18 Date	Michael D. Mayon Name: Michael D. Maran. Title: School Principal						
Acknowledgement of Contractor's signature	Acknowledgement of Contractor's signature:						
State of <u>NH</u> , County of <u>herrimeck</u> on <u>12-3-18</u> , before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.							
Dadricia J. Chiskie							
Signature of Notary Public or Justice of the Peace							
PATRICIA A. CHES HIRE Name and Title of Notary or Justice of the	 Peace.						
My Commission Expires: PATRICIA A. CHESMIRE, Notzry Public My Commission Expires April 8, 2020							



New Hampshire Department of Health and Human Services Title I Programs for DCYF

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution

OFFICE OF THE ATTORNEY GENERAL

Name: Name: Title: I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ______ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Exhibit B-4, Amendment #1, Budget Sheet DCYF Title I Program 2018-2019 School Year (SFY19) Budget

Line Item	Amount
Salaries	\$59,000
Contracted Services - Curriculum	
consultant for math and reading	\$5,100
Professional Development Activities	\$400
Supplies and Materials	\$1,600
Books	\$1,800
Other (Administration)	\$6,000
Total	\$73,900

Exhibit B-5, Amendment #1, Budget Sheet DCYF Title I Program 2019 Summer School (SFY20) Budget

. Line Item	Amount
Salaries	\$9,968
Contracted Services - Curriculum	
consultant for math and reading	\$5,135
Professional Development Activities	\$0
Books	\$500
Other (Administration)	\$5,635
Total	\$21,238

Exhibit K



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials M



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

Exhibit K

Contractor Initials ______

DHHS Information Security Requirements Page 2 of 9



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file
 hosting services, such as Dropbox or Google Cloud Storage, to transmit
 Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Contractor Initials M



DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Contractor Initials _M

Exhibit K
DHHS Information
Security Requirements
Page 4 of 9

Exhibit K



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K



DHHS Information Security Requirements

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials My

Exhibit K



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials M





DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h, in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- Identify Incidents:
- Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials _ MV

Exhibit K



DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. **PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

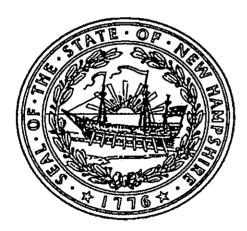
Contractor Initials ______

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS
CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 26, 1969. 1
further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64764



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of July A.D. 2017.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

1. Beun McMahando hereby certify that:
(Name of Clerk of the Corporation: cannot be contract signatory)
1. I am a duly elected Officer of (Corporation 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/\delta_\left[///\delta_\]
(Date)
RESOLVED: That the Michael Maroni (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 10 th day of December, 20/8, Contract Signed)
4. Michael Maroni is the duly elected School Princepal
(Name of Contract Signatory (Title of Contract Signatory)
of the Agency.
1 nd mim Ins.
STATE OF NEW HAMPSHIRE (Signature of Elected Officer)
County of Merumack
The forgoing instrument was acknowledged before me this 12 day of 1) ec. 2018,
(Name of Elected Officer of The Agency)
(Notary Public/Justice of the Peace) (NOTARY SEAL) PATRICIA A. CHESHIRE, Notary Public Commission Expires April 8, 2020

<u> </u>					 			
Certific			tificate	ate of Coverage			te: 5/8/2018	
Certificate Holder Pine Haven Boys Center, Inc., Allenstown, NH P.O. Box 162			co	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.				
	ook, NH 03275							
			Co		rding Coverage			
					E CATHOLIC MUT			
Cover	ed Location	<u></u>			CIETY OF AMERIC 43 OLD MILL RD	A		
Pine Haven Boys Center Inc. River Road-Allenstown P.O. Box 162 Suncook, NH 03275				OMAHA, NE 68154				
Cover	·			<u>.</u> -				
This	is to soutify that the co			14.0		A CONTRACTOR OF THE CONTRACTOR		
indic certii	ated, notwithstanding licate may be issued or	any requirement, term	or condition age afforded ve been rede	n of any o d describ uced by p	ontract or other doc ed herein is subject t	amed above for the certi sument with respect to w so all the terms, exclusion	hich this	
	Type of Coverage	Certificate Number	Coverage I Dat		Coverage Expiration Date	Limits		
	Property	_				Real & Personal Property		
	D. General Liability					Each Occurrence	2 000 000	
;	D. General Diability					General Aggregate	2,000,000	
	Occurrence					Products-Comp/OP Agg	 	
		8539	6/30/2018		6/30/2019	Personal & Adv Injury		
	Claims Made					Fire Damage (Any one fire)	<u> </u>	
						Med Exp (Any one person)		
	Excess Liability			 		Each Occurrence		
	5,	i				Annual Aggregrate		
	Other					Each Occurrence		
						Claims Made		
						Annual Aggregrate		
			ļ			Limit/Coverage	-	
	ntion of Operational contin	- Walting Constitution of the				e In this endorsement or the C	L	
conflic	t with this language)	Haven Boys Home, for				e in this chaot sement of the C	er tincate in	
Holder	of Certificate	,		Cancel	lation			
State of New Hampshire Department of Health and Human Services		man	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. Authorized Representative					
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CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY) 12/19/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT C.M.G. Agency, Inc PRODUCER 402-551-8765 PHONE (AC. No. Ext): 402-551-8765 C.M.G. Agency, Inc. 10843 Old Mill Road ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# Omaha, NE 68154 INSURER A : INSURED INSURER B: Church Mutual Insurance Company Pine Haven Boys Center, Inc. PO Box 162 INSURER D : INSURER E : Suncook, NH 03275 INSURER F **CERTIFICATE NUMBER: COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR \$ PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** 2 POUCY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (En accident) **AUTOMOBILE LIABILITY** BODILY INJURY (Per person) ANY AUTO s OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY **BOOILY INJURY (Per accident)** s PROPERTY DAMAGE (Per accident) s UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ \$ WORKERS COMPENSATION ✓ PER STATUTE AND EMPLOYERS' LIABILITY 0321103-07-116808 06/30/2018 06/30/2019 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ 100,000 В N/A (Mandatory in NH)
If yes, describe undor
DESCRIPTION OF OPERATIONS below EL DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT | \$ 500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage verified for Pine Haven Boys Center, Inc. for the term of the certificate. **CERTIFICATE HOLDER CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE State of New Hampshire THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Department of Health and Human Services ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** C.M.G. Agency, Inc.

Mission Statement

Pine Haven is committed to providing children with positive experiences and success oriented programs. The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school and community. When reunification is not the plan, Pine Haven is committed to promoting the optimal, possible level of involvement between the child and his family. Pine Haven honors the dignity, resources and strengths of families and is dedicated to involving them in all major decisions affecting their children.

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PINE HAVEN BOYS CENTER FINANCIAL REPORT JUNE 30, 2017

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Pine Haven Boys Center Allenstown, New Hampshire

We have audited the accompanying financial statements of Pine Haven Boys Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017, and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

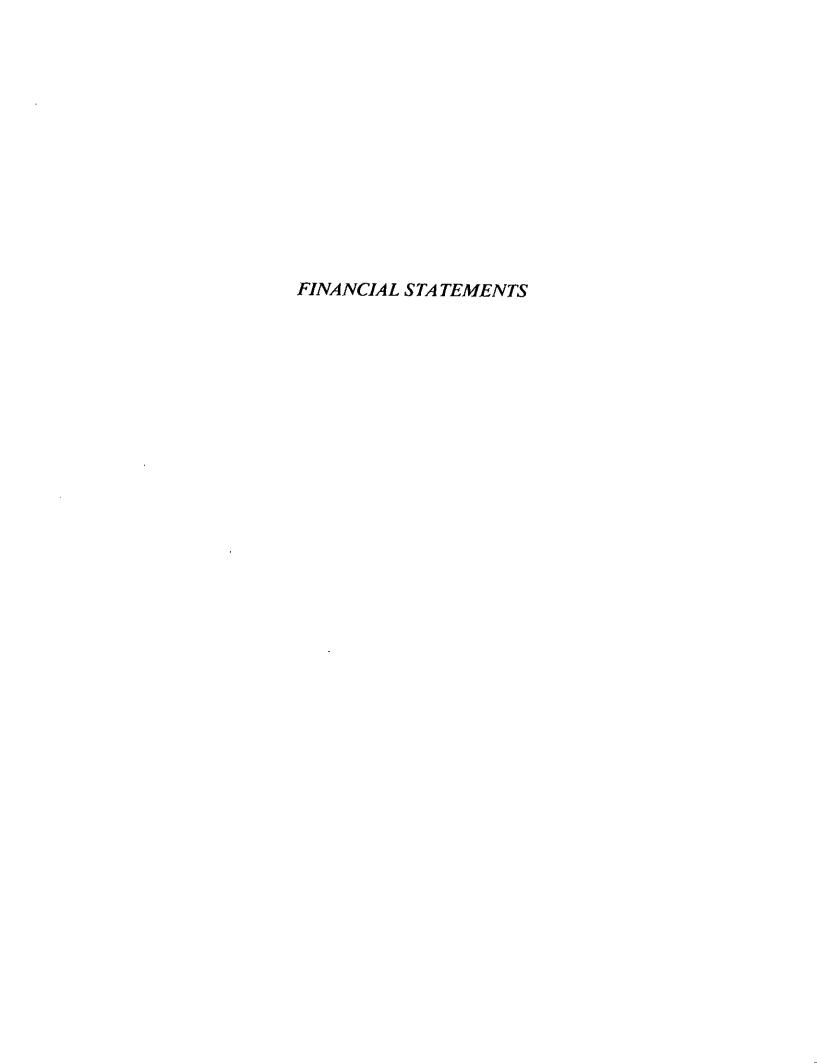
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2017 and 2016, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

December 19, 2017

Pladzik & Sanderson Professional Association

PLODZIK & SANDERSON

Professional Association | Accountants & Auditors



PINE HAVEN BOYS CENTER STATEMENTS OF FINANCIAL POSITION JUNE 30, 2017 AND 2016

ASSETS

CURRENT ASSETS	2017	2016
Cash and cash equivalents Cash - temporarily restricted	\$ 937,947	\$ 1,226,007
Accounts receivable	184,095	178,801
Prepaid expenses	245,385	391,849
Total current assets	72,140	28,317
Total current assets	\$ 1,439,567	_\$1,824,974
PROPERTY AND EQUIPMENT		
Building improvements	\$ 794,075	\$ 774,575
Furniture and fixtures	45,190	45,190
Office equipment	68,882	68,882
Equipment	140,839	137,850
Vehicles	95,332	95,332
	\$ 1,144,318	\$ 1,121,829
Less accumulated depreciation	933,129	893,014
	\$ 211,189	\$ 228,815
TOTAL ASSETS	\$ 1,650,756	\$ 2,053,789
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 1,462	\$ 16,578
Accrued expenses	216,478	169,621
Total current liabilities	\$ 217,940	\$ 186,199
	 -	
NET ASSETS		
Unrestricted		
Net investment in property and equipment	\$ 211,189	\$ 228,816
Board designated	500,000	1,046,367
Undesignated	537,532	413,606
	\$ 1,248,721	\$ 1,688,789
Temporarily restricted	184,095	178,801
Total net assets	\$ 1,432,816	\$ 1,867,590
TOTAL 22.25		
TOTAL LIABILITIES AND NET ASSETS	\$ 1,650,756	\$ 2,053,789

PINE HAVEN BOYS CENTER STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	2017_	2016
CHANGES IN UNRESTRICTED NET ASSETS:		
OPERATING REVENUE AND GAINS (LOSSES)		
Board and care	\$ 1,826,789	\$ 1,408,636
Tuition and registration	778,918	756,270
U.S. Department of Agriculture	36,622	33,042
Total unrestricted operating revenue	\$ 2,642,329	\$ 2,197,948
EXPENSES		
Program services:		
Instruction	\$ 577,565	\$ 511,139
Board and care	1,530,743	1,316,388
Supporting services:		
Administration	249,266	266,492
Total operating expenses	\$ 2,357,574	\$ 2,094,019
		
INCREASE IN UNRESTRICTED		
NET ASSETS FROM OPERATIONS	\$ 284,755	\$ 103,929
CHANGES IN UNRESTRICTED NET ASSETS:		
NON-OPERATING REVENUE AND GAINS (LOSSES)		
Settlement Proceeds	\$ -	\$ 393,686
Interest Income	1,385	774
Donation expense	(746,367)	
Total unrestricted non-operating revenue	\$ (744,982)	\$ 394,460
·	_ 	
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of program restrictions	\$ 20,144	\$ 15,961
		
INCREASE IN UNRESTRICTED NET ASSETS	\$ (440,083)	\$ 514,350
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions and interest earned	\$ 25,453	\$ 36,353
Net assets released from restrictions	(20,144)	(15,961)
	(20,144)	(13,301)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	\$5,309	\$ 20,392
INCREASE IN NET ASSETS	\$ (434,774)	\$ 534,742
NET LOOPIN DECEMBER		
NET ASSETS - BEGINNING	1,867,590	1,332,848
NET ASSETS - ENDING	\$ 1,432,816	\$ 1,867,590
· · · · · · ·	Ψ 1,732,010	# 1,007,J70

PINE HAVEN BOYS CENTER STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2017

	Program Services		Sunr	oort Services			
	Instruction		ard and Care		ninistration		Total
Personnel costs			<u></u>	7101	illiisti attoii		10141
Salaries and wages	\$ 358,6	550 \$	1,045,052	\$	167,539	\$	1,571,241
Employee benefits	41,2		137,731	Ψ	17,594	J	196,606
Temporary staff	,-	<u>-</u>	22,186		17,554		22,186
Payroll taxes/workers'			,100				22,100
compensation insurance	30,7	13	91,827		9,311		131,851
Professional fees and consultants	,-		71,027		7,511		151,651
Client evaluations	14,9	50	_				14,950
Audit fees	,-	-	-		13,489		13,489
Legal fees		-	_		3,947		3,947
Other professional fees/consultants	71,7	47	10,042		2,983		84,772
Staff development and training	,				-,,,,,,		01,772
Journal and publications	1	73	_		198		371
Other staff development	2,7		11,855		325		14,931
Occupancy costs	-,-		,		325		14,231
Heating costs	7,2	01	12,766		478		20,445
Other utilities	4,9		13,654		382		18,949
Maintenance and repairs	9,1		30,214		1,906		41,296
Consumable supplies	.,-		,		1,500		41,270
Office		•	-		9,540		9,540
Building/household	2,5	31	10,027		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		12,558
Education/training	6,0		3,459		_		9,466
Food	.,.	•	49,369		_		49,369
Medical		-	9,292		_		9,292
Capital expenditures - depreciation	11,3	96	26,521		2,199		40,116
Equipment maintenance	7,1:		6,619		227		13,970
Recreational supplies/expenses	•	-	10,620				10,620
Advertising		-	-		10,181		10,181
Telephone/communications					4,250		4,250
Postage/shipping		_	-		2,578		2,578
Transportation					2,570		2,310
Vehicle leasing/maintenance/repairs		•	3,318		_		3,318
Clients/staff		-	6,893				6,893
Assistance to students			0,073		_		0,673
Assistance to students		-	4,510		_		4,510
Clothing/hygiene		_	6,843		- -		6,843
Insurance			0,043		_		0,043
Vehicles	34	46	2,534				2,880
Comprehensive property/liability	8,40		14,997		2,127		2,880 25,590
Membership dues	•	40	414		12		23,390 566
Total							
, our	\$ 577,56	<u> </u>	1,530,743	\$	249,266	<u>\$</u>	2,357,574

PINE HAVEN BOYS CENTER STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2016

	Program Services		Support Services		
	Instruction	Board and Care	Administration	Total	
Personnel costs					
Salaries and wages	\$. 310,756	\$ 837,407	\$ 177,086	\$ 1,325,249	
Employee benefits	43,875	141,874	14,132	199,881	
Temporary staff	2,800	21,459	•	24,259	
Payroll taxes/workers'	·	,		,	
compensation insurance	24,753	74,825	8,325	107,903	
Professional fees and consultants	,	,	0,525	.01,505	
Client evaluations	15,000	•	-	15,000	
Audit fees	, -	-	11,285	11,285	
Legal fees	-	-	21,891	21,891	
Other professional fees/consultants	53,262	12,932	3,083	69,277	
Staff development and training	,	,	-,	~~,	
Journal and publications	170	•	-	170	
Other staff development	2,564	14,165	139	16,868	
Occupancy costs	- , -	7 1,100	.53	10,000	
Heating costs	7,262	12,976	445	20,683	
Other utilities	5,032	12,029	376	17,437	
Maintenance and repairs	5,973	25,079	779	31,831	
Consumable supplies	2,272	20,079	,,,	51,051	
Office		_	7,613	7,613	
Building/household	319	8,487	7,015	8,806	
Education/training	10,736	4,518	_	15,254	
Food	.0,.50	42,156	_	42,156	
Medical	_	9,486	_	9,486	
Capital expenditures - depreciation	11,396	27,566	2,198	41,160	
Equipment maintenance	8,307	9,927	1,533	19,767	
Recreational supples/expenses	-	21,528	-	21,528	
Advertising	_	21,520	5,332	5,332	
Printing	_		4,129	4,129	
Telephone/communications	_	_	4,000	4,000	
Postage/shipping	_	_	2,408	2,408	
Transportation		-	2,400	2,400	
Vehicle leasing/maintenance/repairs	_	4,232		4 222	
Clients/staff	_	5,625	-	4,232	
Assistance to students	-	5,025	•	5,625	
Assistance to students		7 155		7 155	
Clothing/hygiene	•	7,155 4,980	•	7,155	
Insurance	-	4,700	•	4,980	
Vehicles	304	2 220		0.500	
Comprehensive property/liability		2,228	-	2,532	
Professional liability	. 8,490	15,040	728	24,258	
Membership dues	140	71.4	998	998	
Total	\$ 511.139	\$ 1,316,388	12	866	
. Ottal	\$ 511,139	\$ 1,316,388	\$ 266,492	\$ 2,094,019	

PINE HAVEN BOYS CENTER STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (434,774)	\$ 534,742
Adjustments to reconcile change in net assets to net cash		
provided by (used in) operating activities:		
Depreciation	40,116	41,160
Changes in assets and liabilities:	·	,
(Increase) decrease in accounts receivable	146,464	(221,698)
(Increase) decrease in prepaid expenses	(43,823)	44,446
Increase (decrease) in accounts payable	(15,117)	-
Increase (decrease) in accrued expenses	46,857	(31,086)
Net cash provided by (used in) operating activities	\$ (260,277)	\$ 358,486
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(22,489)	(37,690)
Net increase (decrease) in cash and cash equivalents	\$ (282,766)	\$ 320,796
Cash and cash equivalents:		
Beginning	1,404,808	1,084,012
Ending	\$ 1,122,042	\$ 1,404,808

NOTE I - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Operations

Pine Haven Boys Center ("The Center"), located in Allenstown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and educational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 16, who are referred by social agencies, schools, families and courts. The Center's goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

Basis of Accounting

The Center prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Net Asset Classes

The Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) topic 958, "Not-for-Profit Entities," requires the reporting of the organization's activities by net asset class (FASB ASC 958-225) as described below:

Unrestricted Net Assets result from contributions to the organization that have no donor-imposed restrictions, less all expenses incurred in the operation of the organization.

Temporarily Restricted Net Assets result from contributions to the organization whose use is limited by a donor-imposed restriction. Restrictions are typically satisfied either by the passage of time or by the actions of the organization.

Permanently Restricted Net Assets result from contributions to the organization that must be maintained permanently. Typically, the future investment returns on such assets may be used in full or in part for the operations of the organization.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts and disclosures at the date of the financial statements and during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

Income Taxes

The Center is a non-profit corporation determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

Revenue Recognition

The Center reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Center reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are charged to each program based on direct expenses incurred or estimated usage.

Expense Allocation

All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by New Hampshire Department of Education and the Division for Children, Youth and Families, to which these statements and other financial documents and applications are submitted by the Center.

Property and Equipment

Property and equipment are recorded at cost when purchased and fair market value when donated. It is the Center's policy to capitalize expenditures for these items in excess of \$1,000. Lesser amounts are generally expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Years
Building improvements	10 - 20
Vehicles and equipment	5 - 15
Furniture and fixtures	5 - 7

Advertising Costs

The Center expenses advertising costs as incurred in accordance with the American Institute of Certified Public Accounts Statement of Position 93-7 "Reporting on Advertising Costs." Advertising costs are expensed as incurred. Advertising expense for the years ended June 30, 2017 and 2016 was \$10,181 and \$5,332, respectively.

Accounting for Income Taxes

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 Accounting for Uncertainty in Income Taxes. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2013. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

NOTE 2 - CONCENTRATION OF RISK

The Center maintains a majority of its cash balances in three financial institutions located in Concord, New Hampshire. The June 30, 2017 and 2016 balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 and \$250,000, respectively. At June 30, 2017 and 2016, the Center's uninsured cash balances total \$195,634 and \$77,535, respectively.

NOTE 3 - ACCRUED EXPENSES

Accrued expenses are comprised as follows:

	2017	2016
Accrued payroll	\$ 106,737	\$ 82,348
Accrued vacation	61,455	48,910
Accrued earned time	48,287	38,362
	\$ 216,478	\$ 169,621

NOTE 4 - CURRENT VULNERABILITY DUE TO CONCENTRATIONS

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Center and its ability to continue its operations in its present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near term.

NOTE 5 - DEFINED CONTRIBUTION RETIREMENT PLAN

The Center has a defined contribution retirement plan (the Plan) qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes a contribution to the Plan each year equal to 5% of the compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2017 and 2016 amounted to \$35,853 and \$34,652, respectively.

NOTE 6 - LEASE COMMITMENTS

Operating Leases

The Center leases its facilities from the Order of St. Jerome Aemilian, Inc. (The Order). The Center and the Order entered into a one-year lease dated March 4, 2003, commencing July 1, 2003 through June 30, 2004. The lease provides for options to renew for six additional periods of one year through June 30, 2010. The lease provides for minimum annual rent based upon the sum of the following components: a) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and b) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with use of the property owned by the Order. Total rent expense in these financial statements under this lease amounts to \$-0- and \$-0- for the years ended June 30, 2017 and 2016, respectively.

The Center leases a copier machine at \$198 per month for 63 months. The term of the lease is January 23, 2013 through March 23, 2018. Rent expense was \$2,374 and \$2,374, respectively, for the years ended June 30, 2017 and 2016.

Future minimum lease payments under the leases as of June 30, 2016 are as follows:

NOTE 7 - TEMPORARILY RESTRICTED NET ASSETS

The Center's temporarily restricted net assets are available for the following purposes:

	 2017	2016
Special projects	\$ 182,015	\$ 176,721
Winter recreation	 2,080	 2,080
	\$ 184,095	\$ 178,801

NOTE 8 - BOARD DESIGNATED FUND

In May 2014, the Board approved the establishment of a Board designated fund and transferred \$500,000 for capital improvement purposes. In May 2016, the Executive Committee of the Board voted to distribute funds to the Pine Haven Boys Center Foundation. Funds totaling \$546,367 were donated to the Foundation on October 18, 2016. At June 30, 2016 and 2015, Board designated funds totaled \$500,000 and \$1,046,367, respectively.

NOTE 9 - SUPPORTING ORGANIZATION - PINE HAVEN BOYS CENTER FOUNDATION

Pine Haven Boys Center Foundation is a qualified charitable foundation organized for the purpose of supporting Pine Haven Boys Center. Pine Haven Boys Center receives annual contributions from the Foundation which are temporarily restricted for special projects and therapeutic programs not covered by other funding sources. During the years ended June 30, 2017 and 2016, the Center received temporarily restricted supporting contributions from the Foundation in the amount of \$22,216 and \$27,372, respectively.

NOTE 10 - LITIGATION

The Center has pursued litigation in connection with seven rate appeals in which the Center seeks increased rates for services provided on behalf of the New Hampshire Division for Children, Youth, and Families during State fiscal years 2004-2010. The rates awarded at the administrative level for State fiscal years 2004-2006 have been settled. The litigation in connection with the remaining years 2007-2010 was settled in May 2016, with a settlement payment of \$197,319. An additional settlement payment of \$196,367 was received in July 2016, and has been included in accounts receivable as of June 30, 2016.

NOTE 11 - SUBSEQUENT EVENTS

The Center did not have any recognized or unrecognized events after June 30, 2017, the date of the statement of financial position. Subsequent events have been evaluated through December 19, 2017, the date the financial statements were available to be issued.

OFFICERS

Mr. Kevin McMahon, Ph.D., President (College Professor) 41 Constance St., Bedford, N.H. 03110	E-Mail: <u>KMCMAHON@an</u>	(W) 641-7057 iselm.edu
Mr. Jay Meehan. (Mover) Vice President	E-mail	
Rev. Paul Riva, Treasurer and Secretary (Executive Director)		(W) 485-7141
		• • • • • • • • • • • • • • • • • • • •
Mr. Richard Bertolami, (Retired School Resource Person)	E-	mail:
Peter Viar (Salesman)	E-mail	mail: C
Mr. George Edwards, New England Association of Schools a	and Colleges Cell: 603-520-7814 Ema	(W) 781-541-5435 il: gedwards@neasc.org
Ms. Maria McKenna (College Professor)	E-mail: <u>ı</u>	, mmckenna@ansetm.edu
Ms. Sally Kelly (VP Communications, CCA Global)		
	E-mail: skelly@ccglobal.com	(W) 626-2125
Ryan Hayes	E-mail:	ţ
Tamatha Laramie (Store Manager VP TD Bank)	Work 695-3303 Email: tamatha.laramie@td.co	om
NON-VOTING	MEMBER	
Rev. Paul Riva (Pine Haven Director)	Email:/	

JOHN REAGHN

Education: 1973 BA Liberal Arts, History: Keene State College, Keene NH.

1980 MA Education Special Education. Keene State College, Keene NH.

Certifications: NH Educator, General Special Education, Intellectually Delayed. Current through 2018.

Work Experience: Raymond School District 1996 to June 2014. Special Education Teacher. Iber Holmes Gove Middle school and Raymond High School.

Long term Substitute, Raymond, Pelham, and Pine Haven, 1994-19196.

Training and Program Director NH Special Olympics. Training for volunteers, volunteer coaches, and athletes. 1984-1994: International work with the National Office in Washington DC. During international events:

Mount Hope School, Nashua NH 1974-1984 Teacher ID Students.

Additional course work. Elementary methods, secondary methods, Rivier College, Nashua NH, Keene State College, Keene NH, and continuing education classes through the NH University System.

US Army 1966-1969, Rank Sp5 E-5. Army Aviation.

Certificates: XC Ski Instructor, Certified Scuba Diver.

References will be available upon request.

Joyce Pollinger, LICSW

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· .	Group Therapy Su			• •	385
	Individual, Family				
	Coordinator of Gro		Program		
	Case Management	Duties		. •	

Concord NH Police Department, Concord, NH Youth Care Attendant/Car Detail/Support Staff Supervision of Youth Switchboard/Crime line support staff

Cruiser Care

11/93-1/96

The Friends Program, inc. Concord, NII

Shelter Staff

Intakes/Discharges/Support-Staff

Brandon Residential Treatment Program

Child Care Worker 1988-1989

Residential Program Supervisor 1989-1993

Child care duties included supervision and development of Activities coaching daily living skills, setting that is, attending treatment.

team, staff and department meetings

Program Supervisor provided staff supervision, and coordination of the daily operations of the program for up to lo children and adolescents ages

# Professional Accomplishments:

- Presented the "Beacon Award" by the Massachusetts Coalition on Juvenile Firesetting in November of 2001:
- Developed the first specialized residential treatment program in the state of Mass for children with fire setting behaviors
- Developed the Best Practices for Juvenile Firesetting in Residential Programs" as part of the Common Works Task Porce
- Research Project: "A comparative Study of the Behavioral Personality, and Fire History". Characteristics of Residential and Outpatient Adolescents (ages 12-17) with Firesetting Behaviors" published Summer 2005 Adolescences vol. 40, No. 158, Summer 2005. and the second services

### Workshop Presentations:

- Compass: "Juvenile Firesetting Typologies"
- Massachusetts Coalition for Juvenile Firesetting Atmyal Conference Incorporating Firesetting Treatment Across a Residential Program and Spotlight on Programs
- MAAPS Conference: "Fire Education in a Residential Program"
- SAFE Conference "Working with ADFID in the Classroom"
- Boston University Gulest Speaker Juvenile Presetting Behavior
- Newbury College: Guest Speaker: Juvenile Pitesetting Behavior

## Professional Affiliations Past & Present

- Massachusetts Coalition on Invenile Firesetting Intervention Programs (Past.)
- New Hampshire Coalition on Juvenile Firesetting Intervention Programs (Present NH)

· · · · · · State of the first that the ·

- The Children's Group Therapy Association
- Middlesex County Juvenile Firesetting Task Force/Review Team
- SAFE Task Force: Student Awareness of Fire Education
- New England Play Therapy Association
- NASW
- New England Council on Crime and Delinquency

David Dive

#### Education:

Master's Degree in Education with concentration in Counseling. (1998)
Rivier College, Nashua

-Bachelor's Degree in Theology (1992-1995)
Pontificio Ateneo S. Auselmo, Rome, Italy

Bachelor's Degree in Philosophy (1988-1990)

Pontificio Ateneo S. Anselmo, Rome, Italy

#### Experience:

July 2008- present: Pine Haven Executive Director

January 1999- July 2008: Pine Haven Cottage Director

April 1996 - December 1998: Pine Haven Assistant Cottage Director

June 1995 - July 1995: Director of a summer Camp in Como (Italy)

June 1994 - July 1994: Assistant Director of a summer camp in Somasca (Italy)

September 1990 - August 1992: Child Care Worker at Casa S. Girolamo, Somasca (Italy)

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June 1999- July 1999: Child Care Worker at Istituto Emiliani, Treviso, Italy

#### " Certifications:

Crisis Prevention Institute Certified Instructor
Therapeutic Crisis Intervention Instructor

# REV. DIXON CHOOLAKKAL RAJAN

EDUCATION	
Bachelor of Arts Bangalore University, India	1997-2000
Bachelor of Philosophy Jeevalaya Institute of Philosophy, Bangalore, India.	1997-2000
Certificate Course in Counseling Treda, De-addiction and Counseling Center, Bangalore, India.	2004-2005
Bachelor of Theology Sacred Heart College, Chennai, India.	2003-2006
Master of Arts in Mental Health Counseling Rivier University, Nashua, NH.  WORK EXPERIENCE	2011-2013
<ol> <li>Jerome Illam: Home for the Abandoned Children         Tamilnadu, India     </li> <li>In charge of the Boys</li> <li>Treasurer</li> </ol>	2001-2006
2. Miani Illam: Home for Tsunami Affected Boys Nagercoil, India	2006-2009
Treasurer     In charge of Boys Hostel	
3. Suryodaya Boys Center Bangalore, India	2009-2010
• Treasurer	
<ul><li>4. Pine Haven Boys Center Suncook, NH</li><li>Assistant Cottage Director</li></ul>	2011-present
• Therapist	2013-present

SKILLS
Computer Skills: Microsoft Word, Excel, Power Point, Quicken Basics

#### **RESUME**

#### Father Remo Zanatta, CRS

#### Personal Details

Date of Birth:

December 8, 1969

Place of Birth:

Montebelluna, TV - Italy

Nationality:

US

Languages:

English, Italian, Spanish.

Personal Interests:

Computers, Woodworking, Travel, Sports.

1

#### Personal Skills:

Dynamic and excellent communication

- Effective team player, good motivator, capable and adaptable for a fruitful interaction with people
- Friendly, polite, flexible, hardworking and integrity towards work.
- Proven record of reliability and responsibility. Leadership quality.
- Confident and outspoken

#### Educational Qualification:

- Equivalent of two years of Philosophy: Saint Anselm College, Rome, Italy (1990-1992)
- Bachelor of THEOLOGY, Saint Anselm College, Rome, Italy (1994-1997)
- Master in Education, Rivier College, Nashua, NH, US (1998-2001)

#### Recent personal History

- Worked in a residential Treatment Center, in NH (Pine Haven Boys Center) from 1997 until 2011. Assistant Cottage Director, Cottage Director
- Moved to Houston, Texas, where I was Parochial Vicar at Christ the King Catholic Church (2011-2014)
- Became Vocation Director for the Somascan Fathers (2014-2017): different assignments included:
  - Spiritual director at St. Mary Parish at Texas A&M, College Station, TX
  - Weeklong spiritual retreat Christ the King Parish, at LSU, Baton Rouge, LA
  - Weeklong spiritual retreat at Catholic Campus Chapel, at Rice University, Houston, TX
  - Regular visits at University of Houston, Houston, TX

- Planning, attending Youth Conferences.
- Currently, Assistant Cottage Director at Pine Haven Boys Center.

# **CONTRACTOR NAME**

## **Key Personal**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Thomas O'Brien	Title 1/Special Education	62,710.00	100%	62,710.00
Joyce Pollinger	Clincal Director		0%	
Paul Riva	Executive Director		0%	
Rev. Dixon Choolakkal Rajan	Cottage Director		0%	
Remo Zannata	Assistant Cottage Director		0%	



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. Director

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# 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 603-271-4455 1-800-852-3345 Ext. 4455 Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhbs.nh.gov/dcyf

January 12, 2018

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

#### REQUESTED ACTION

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

Vendor	Vendor#	Location	Total
Easter Seals New Hampshire, Inc.	177204-B005	Manchester	\$72,961
Merrimack Valley Day Care Services	160070-B001	Concord	\$28,168
Mount Prospect Academy	168139-B001	Plymouth	\$397,369
NFI North, Inc.	177575-B001	Contoocook	\$251,713
Pine Haven Boys Center	174119-B001	Suncook	\$132,925
Spaulding Youth Center	154273-B001	Northfield	\$76,254
Spaulding Touri Center	1	Total:	\$959,390

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

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

Easter Seals Education Program (Vendor #177204-B005)

SFY	Class/Object	m Street, Manchester, N Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$62,71
2019	571-500929	Pass Thru Grants	42107501	\$10,25
2019	37 1-300323		Subtotal:	\$72,96

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

19 North Fruit Street, Concord, NH 03301

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$20,289
2019	571-500929	Pass Thru Grants	42107501	\$7,879
2013	371-300323	1 000 11110 01111	Subtotal:	\$28,168

# Mount Prospect Academy (Vendor # 168139-B001)

PO Box 58, 354 Main Street, Plymouth, NH 03264

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$337,697
2019	571-500929	Pass Thru Grants	42107501	\$59,672
2019	0,1-000020		Subtotal:	\$397,369

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

PO Box 417, 40 Park Lane, Contoocook, NH 03229

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$214,076
2019	571-500929	Pass Thru Grants	42107501	\$37,637
2013	371-300323		Subtotal:	\$251,713

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

SFY	Class/Object	33 River Road, Suncook Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$103,19
2019	571-500929	Pass Thru Grants	42107501	\$29,73
2019	371-300020		Subtotal:	\$132,92

## Spaulding Youth Center (Vendor #154273)

72 Spaulding Road, Northfield, NH 03276 Contract **Activity Code** Class Title Class/Object SFY **Amount** \$65,854 42107501 Pass Thru Grants 571-500929 2018 \$10,400 42107501 Pass Thru Grants 571-500929 2019 \$76,254 Subtotal: \$959,390 Total:

#### **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.

His Excellency, Governor Christopher T. Sununu and the Honorable Council

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

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

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

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

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

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

The applications used are standardized United States Department of Education forms. The applications include a Statement of Assurances and request that applicants provide data on the number of youth served as well as a staffing narrative and descriptions of programs His Excellency, Governor Christopher T. Sununu Page 4 of 4

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 purposes, the Department Solely utilizes the Standardized application, and obtained mechanisms for the Title I Program and does not create additional levels of evaluation for

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 which providers would need to adhere. 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

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

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

Area Served: Statewide

In the event that the Other Funds no longer become available, additional General Funds Source of Funds: 100% Other Funds.

will not be requested to support this contract.

Respectfully submitted,

Joseph E. Ribsam, Jr.

Director

Approved by:

Commissioner

Subject: Title | Programs for DCYF (RFA-2017-DCYF-07-TITLE-05)

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

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.		•	
1.1 State Agency Name Department of Health and Huma	an Services	1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Pine Haven Boys Center		1.4 Contractor Address 133 River Road PO Box 162 Suncook, NH 03275	1
1.5 Contractor Phone Number 603-485-7141	1.6 Account Number 05-095-042-421010-29750000	1.7 Completion Date August 31, 2018	1.8 Price Limitation \$132,925
1.9 Contracting Officer for Sta E. Maria Reinemann, Esq. Director of Contracts and Procu	-	1.10 State Agency Telephone N 603-271-9330	umber
1.11 Contractor Signature		1.12 Name and Title of Contract	ctor Signatory
"Michael D. Michael	of N.H , County of m	Michael D Maroni,	School Principal
proven to be the person whose n indicated in block 1.12. i.13.1 Signature of Notary Pub	e the undersigned officer, personall ame is signed in block 1.11, and additional signed of the Reace	ly appeared the person identified in chrowledged that s/he executed this CATTURIA A. CHITTURIA. Heterol Ay Communication Empires April 6,	s document in the capacity
1.13.2 Name and Title of Notal		c	
1.14 State Agency Signature	Date: 1/18/16	1.15 Name and Title of State A	gency signatory  Die to Dyl=
1.16 Approval by the N.H. Dep	partment of Administration, Division	on of Personnel (if applicable)	-
Ву:		Director, On:	
By: Approval by the Attorney	General (Form, Substance and Exe	On: 1/2	7/18
1.18 Approval by the Governor  By:	and Executive Council (if applic	ab Na	1
l -,			-1

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

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

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

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

#### 4. CONDITIONAL NATURE OF AGREEMENT.

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

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

#### 7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2. I 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.
- 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

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

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

#### 14. INSURANCE.

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

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.



#### **Scope of Services**

#### 1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.
- 1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Title I Part D, Subpart 1, Section 2 + Institution
July, 2016 Page 1 of 7

Pine Haven Boys Center Institution Name

# TITLE I PART D, SUBPART 1, SECTION 2 ESEA 2016-2019

#### **INSTITUTION LEVEL APPLICATION**

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

Subject/Program Area  Academic Outcomes	Long Term Goal By end of 2019 SY	What overall changes in academic and vocational abilities do you expect your students to achieve within the 2015-2016 SY?	What assessments that will be used to assess these goals?  Include pre/post dates for reading and math assessments.	Who is responsible for giving and analyzing student results
Mathematics	For students to improve Math fluency as measured by increasing the number of problems solved and student accuracy on the AIMSweb math assessment moving toward proficiency on the Smarter Balanced Assessment used to gauge ESSA performance.	We expect all students to show at least one year's growth from pre to post testing.	The student will be assessed three times per year, September, January and June using the AIMSweb math assessments	The Title One Teacher will give the Aimsweb test and with the Principal, and classroom teacher analyze the results as a team.
Reading	To improve oral reading fluency as measured by increasing words per minute on the AIMSweb Reading Fluency measures moving toward proficiency on the Smarter Balanced Assessment used to gauge ESSA performance.	We expect all students to show at least one year's growth from pre to post testing.	The student will be assessed three times per year September, January and June using the AIMSweb Reading Fluency measures	The Title One Teacher will give the Aimsweb test and with the Principal, and classroom teacher analyze the results as a team.

RFA-2017-DCYF-07-TITLE-05 Pine Haven Boys Center

Exhibit A-1

1 of 6

Contractor Initials Mm

Date 1/8/18

	To improve reading comprehension as measured by increasing scores on the AIMSweb Reading Comprehension measures moving toward proficiency on the Smarter Balanced Assessment used to gauge ESSA performance.	We expect all students to show at least one year's growth from pre to post testing.	The student will be assessed three times per year September, January and June using the AIMSweb Reading Comprehension measures	The Title One Teacher will give the Aimsweb test and with the Principal, and classroom teacher analyze the results as a team.
Vocational Outcomes		<u>-</u>	•	<u> </u>
		:	` .	

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Exhibit A-1 2 of 6 Contractor Initials MM Date V\$/18

Title I Part D, Subpart 1, Section 2 – Institution
July, 2016 Page 3 of 7

Pine Haven Boys Center Institution Name

#### 2. Scope of Project

#### A. Students to Be Served

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

Ages	Reading	Mathematics	
5 – 10 years old	12	12	
11 - 15 years old	10	10	
16 - 18 years old	0	0	
19+ years old	0	0	

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
		Title One Teacher – responsible for implementing and coordinating interventions, assessments, reports and transition services.	Certification in Reading, Education, Assessment or related field	42000
3	.2	Family worker provides transition services to students and their families from placement to discharge	Minimum of a Bachelor's degree in Human Services or a related field	38000

#### C. Transition Coordinator

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

Thomas O'Brien
Name of Individual

Title One Teacher

Title of Individual

Michael Maroni

<u>Principal</u>

Name of Individual

Title of Individual

D. Staff/Student Ratio's:

Total students provided T1 D support 22 divided by Total T1 D staff FTE 1.2 = 18.3 to 1

RFA-2017-DCYF-07-TITLE-05 Pine Haven Boys Center Exhibit A-1

Contractor Initials mm

3 of 6

Title 1 Part D, Subpart 1, Section 2 – Institution July, 2016 Page 4 of 7

Pine Haven Boys Center Institution Name

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

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

This program will assess all students in Reading using the AIMSweb Reading measures. The AIMSweb Reading measures assess the 5 Big Ideas in early literacy identified by the National Reading Panel: phonemic awareness, alphabetic principle, accuracy and fluency, vocabulary and comprehension. Math fluency is assessed with the AIMSweb Reading math assessments. Each grade has three subtests based on the focal points laid out by the National Council of Teachers of Mathematics (NCTM). Both assessments are done at the beginning of the year or upon entry to the school and two others time during the year January and June or upon exit from the program. Students scoring more than one grade level behind their grade placement will qualify for the Title One Tutoring Program. During their tutoring sessions the students will receive direct one on one instruction in reading and/or math.

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

The Title One Teacher is responsible for implementing and coordinating all interventions, assessments and reports. Job description attached. The Family Worker provides support, services, commitment to serving children in their relationship with their families, who are valued as equal, respected and active partners. They also implement transition services which includes: personal contact with families, primarily in their homes (or communities), providing supportive counseling; teaching problem solving, conflict resolution and parenting skills; and providing assistance to help them make full use of available services and transition their child home.

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

Career counseling occurs in inventorying current skills and interest. Career exploration will occur both through instruction and direct time with individuals using technology for virtual exploration as well as real time explorations.

#### F. Transition Services:

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

Ten percent of the Title One Teacher's school time, at a cost of \$5166, will be allocated to providing transition educational services. These include coordinating information and services to the students' receiving schools and their families as they move to a less restrictive environment.

Ten hours of training with our technical consultant at a cost of \$500 will be technology/training specific to use of technology as part of preparation for return to public school.

Each family worker will spend a portion of their time (.2 FTE), coordinating visits home, accompanying the student on visits, working with the parent to develop new and better skills to facilitate the successful transition of the student back to home and community. In conjunction with the family and the placing agency, the family worker will develop and periodically revise a transition plan for each student. Between the three family workers the total time in transition services is the equivalent of .2 FTE at a cost of \$7,000. This totals \$12,666 which is 17.2% to be reserved for transition services..

RFA-2017-DCYF-07-TITLE-05 Pine Haven Boys Center Exhibit A-1

Contractor Initials M

4 of 6

Title I Part D, Subpart 1, Section 2 – Institution
July, 2016 Page 5 of 7

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

The Title One Teacher will contact the receiving school district and coordinate educational transition services as students prepare to leave Pine Haven and after their departure. This will include educational strategies and recommendations that have been successful at Pine Haven. Follow up support will also occur after the student has left. The transition coordinator would be the Title one teacher with the assistance of the Principal as an in kind service. This would be in coordination with the transition services undertaken by the family workers. It would be supplemental to that specifically focusing on the educational needs of the students as documented in the Title one program, services and assessment.

The title one program is envisioned as a supplemental program. The students would receive services in the classroom or when appropriate in a separate setting. The services would be individual in nature depending on the assessed needs of the student. In reading, it would be development of phonetic skills assessed as lacking or weak, development of decoding skills, sight words and work on oral fluency as well as development of comprehension skills. In math it again would be individualized in nature depending on the students assessed needs with a focus on development of basic facts, computation, problem solving and work with graphs. Some students may need a different approach or technique than used in the regular curriculum in learning reading or math.

The family/worker transition staffs time will be spent in counseling and social work services designed to meet the needs of the children and youth deemed to be neglected or delinquent. It will also involve traveling with the students to their homes and local community preparing students for return. On occasion, the transition staff will travel alone to prepare for the student return to his local community and public school. The goal will be successful re-entry to school, community and family.

Technology training will focus on assessing and developing technology skills for employment and those necessary for successful re-entry to school. Students will engage in on line career counseling activities, helping them to prepare for return to public school. They will also begin pre-vocational activities moving them closer to independence upon return to public school and their families.

Title I Part D, Subpart 1, Section 2 – Institution July, 2016 Page 6 of 7

Pine Haven Boys Center
Institution Name

#### G. Professional Development:

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

The Title 1 and institutional staff require specific training in effective Reading and Math instruction. This and additional training in the assessment tools (AIMSweb) can be done within our existing Professional development Program, on-line through videos, through attendance at training seminars and information available through web based resources. Additionally, Pine Have will continue as a community of learning focusing on research based Reading and Math interventions.

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

A total of ten of hours in training on the educational use of Ipads will be scheduled with our technology consultant. The focus will be on developmentally appropriate applications and research based strategies for use of the Ipads in the classroom. Our technology consultant, Matt Woodrow is the Director of Technology in Hooksett, a District leading the state in Ipad usage for elementary students. We will also employ reading (Crystal Titton, Pembroke School District, Reading Specialist) and math (Stanley Smith, Pittsfield School District, HQT certified Math teacher) consultants to help us to learn and implement effective methods and materials in teaching those subjects. They will be hired for four Friday afternoon training sessions or the equivalent, as their schedules allow.

#### H. Coordination:

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

Pine Haven receives no direct federal funds through grants or other programs. However as an intensive treatment program approved by DCYF, for Neglected and Delinquent children, all students at PHBC have an individual treatment plan, developed by the student's entire treatment team, including student, sending school personnel, family worker, etc. The needs of the student are addressed through a set of goals, objectives, and strategies, with listed support personnel for each. One of the goals is educational and incorporates activities the student will be pursuing upon his transition back into his community and school.

Students identified for special education, receive services as specified in the IEP, which also includes a detailed plan for transition services when appropriate.

As an approved Special Education Program and Non-Public School, Pine Haven have certified special education teachers or consultants who will work with the Title 1 staff in supporting the interventions designed for the identified students. Additionally, their expertise will assure coordination with any special education services provided at Pine Haven and when they leave, as well.

RFA-2017-DCYF-07-TITLE-05 Pine Haven Boys Center Exhibit A-1

Contractor Initials <u>PM</u>
Date 1/8// g



#### Exhibit B

#### **Method and Conditions Precedent to Payment**

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

DCYF Fiscal Administrator
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Pine Haven Boys Center

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

Line Item	Amount
Salaries	\$14,400
Benefits	\$2,932
Contracted Services - Counseling Services	\$5,500
Travel	\$6,000
Supplies and Materials	\$400
Books	\$500
Total	\$29,732

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

Line Item	Amount
Salaries	\$47,600
Benefits	\$11,060
Contracted Services - Counseling Services	\$5,000
Professional Development Activities	\$400
Travel	\$6,000
Supplies and Materials	\$1,600
Books	\$1,800
Total	\$73,460

Pine Haven Boys Center.

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

Line Item	Amount
Salaries	\$14,400
Benefits	\$2,933
Contracted Services - Counseling Services	\$5,500
Travel	\$6,000
Supplies and Materials	\$400
Books	\$500
Total	\$29,733



#### 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:

- 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.
- 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. Gratuitles 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;

Contractor Initials MM



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.

Contractor Initials MM



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, bylaws 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

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Exhibit C - Special Provisions



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

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

Contractor Initials _ M



- 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.

Contractor Initials MM



#### Exhibit C-1

#### **REVISIONS TO GENERAL PROVISIONS**

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

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

Contractor Initials	mn
Date 1 /	8/18



#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 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 I if there are workplaces on file that are not identified here.

Contractor Name:

1/8/2018

Name: Michael D. March

Title: school Principal



#### **CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

1/8/2018

Date

Michael D. Marson

Title: School Principal

Exhibit E - Certification Regarding Lobbying

Contractor Initials MAI

Date 1/8/18



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

Contractor Initials _____



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

1/8/20/8 Date Michael & Mononi Name michael B Maroni Title: School Principal

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2 

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

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

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

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

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

Exhibit G

Contractor initials mm



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:

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

Contractor Name:

1/8/2018

Michael B. Maroni ille: School Principal

Exhibit G

Contractor Initials VW



#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/8/3018

Michael D. Mikman Name: Michael D. Marani Title: School Principal

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initiats MM



#### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

#### (1) <u>Definitions</u>.

- 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. <u>"Covered Entity"</u> 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. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "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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- "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.

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

- Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under a. 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.
- Business Associate may use or disclose PHI: b.
  - For the proper management and administration of the Business Associate; I.
  - As required by law, pursuant to the terms set forth in paragraph d. below; or
  - For data aggregation purposes for the health care operations of Covered II. III.
- 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) C. 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.
- 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 d. request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Exhibit I Health Insurance Portability Act **Business Associate Agreement** Page 2 of 6

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

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

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

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

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

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

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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.

- Within five (5) business days of receipt of a written request from Covered Entity, f. 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.
- 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 g. Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- 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 h. 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.
- Business Associate shall document such disclosures of PHI and information related to i. 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.
- 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 j. 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.
- 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) k. 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.
- 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 ١. received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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

#### (4) Obligations of Covered Entity

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

#### (5) <u>Termination for Cause</u>

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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



#### Exhibit 1

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

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

Department of Health and Human Services	Pine Hoven Box's Center
The State	Name of the Contractor
176	michael D. Marrows
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Rhan	Michael D. Margai
Name of Authorized Representative	Name of Authorized Representative
Director DCYF	School Principal Title of Authorized Representative
Title of Authorized Representative	Title of Authorized Representative
118/18	1/8/2018.
Date	Date

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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### CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

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

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

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

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

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

Contractor Name:

1/8/201 Date

Name: Mirchael Title: School Principal

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Contractor Initials MM Date 1/8/18

# State of New Hampshire Department of Health and Human Services Amendment #1 to the Title I Programs for DCYF Contract

This 1st Amendment to the Title I Program for DCYF contract (hereinafter referred to as "Amendment #1") dated this 14th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Spaulding Youth Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 72 Spaulding Drive, Northfield, NH 03276.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: August 31, 2019.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$169.504.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Section 3 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety and replace with Section 3, to read:
  - The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1 through Exhibit B-5.
- 6. Delete Section 4.2 in Exhibit B, Methods and Conditions Precedent to Payment, in its entirety, and replace with Section 4.2, to read:
  - 4.2 Allowable costs, expenses, and fees are those included in Exhibit B-1 through Exhibit B-5.
- 7. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8.1 in its entirety and replace with Section 8.1, to read:
  - 8.1 The Contractor shall submit supporting documentation that supports evidence of actual expenditures, in accordance with Exhibit B-1 through Exhibit B-5.



- 8. Add Exhibit B-4, Amendment #1, Budget Sheet.
- 9. Add Exhibit B-5, Amendment #1, Budget Sheet
- 10. Add Exhibit K, DHHS Information Security Requirements.



This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

III VALLIATOO VALITIATOI , tile parties liave :	set tribil rialids as of the date written below,
12/20/18 Date	State of New Hampshire Department of Health and Human Services  Name: Title:
12/4/18	Spaulding Youth Center  Todd Emmoro  Name: Todd C Emmons  Title: CF0
Acknowledgement of Contractor's signature	
State of N. H., County of Me undersigned officer, personally appeared th	rrimack on 12/4/18, before the e person identified directly above, or satisfactorily proven to , and acknowledged that s/he executed this document in the
Signature of Notary Public or Justice of the	Peace  COMMISSION  EXPIRES  SEPTEMBER 17. U.
Name and Title of Notary or Justice of the P  My Commission Expires: 9/17/19	Peace  COMMISSION EXPIRES SEPTEMBER 17. 41 2019  Peace  Peace  COMMISSION EXPIRES PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PUBLISHING PARY PARY PUBLISHING PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING PARY PARY PUBLISHING



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

execution.		
	OFFICE OF THE ATTORNEY GENERAL	
1/2/19 Date	Name: Man A-Val Title:	
I hereby certify that the foregoing the State of New Hampshire at the	Amendment was approved by the Governor and Executive Council Meeting on: (date of meeting)	cil of
<u>.</u>	OFFICE OF THE SECRETARY OF STATE	
Date	Name:	

# Exhibit B-4, Amendment #1, Budget Sheet DCYF Title I Program 2018-2019 School Year (SFY19) Budget

Line Item	Amount
Salaries	\$8,000
Contracted Services - Curriculum consultant for math and reading	\$60,655
Professional Development Activities	300,833
Supplies and Materials	
Books	
Other (Administration)	
To	otal \$81,500

# Exhibit B-5, Amendment #1, Budget Sheet DCYF Title I Program 2019 Summer School (SFY20) Budget

Line Item	Amount
Salaries	\$2,000
Contracted Services - Curriculum	4. 4.
consultant for math and reading	\$9,750
Professional Development Activities	
Books	
Other (Administration)	
Total	\$11,750

#### Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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#### Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "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.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information
Security Requirements
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#### Exhibit K



#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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Exhibit K
DHHS Information
Security Requirements
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#### Exhibit K



#### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K
DHHS Information
Security Requirements
Page 4 of 9

#### Exhibit K



#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable. regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
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#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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V5. Last update 10/09/18

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DHHS Information
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#### New Hampshire Department of Health and Human Services

#### Exhibit K



#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit K
DHHS Information
Security Requirements
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Contractor Initials 12 419

## New Hampshire Department of Health and Human Services

#### Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents:
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Exhibit K
DHHS Information
Security Requirements
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Contractor Initials

Date 12/4/19

## New Hampshire Department of Health and Human Services

#### Exhibit K



#### **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 12141

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DHHS Information Security Requirements Page 9 of 9

Exhibit K

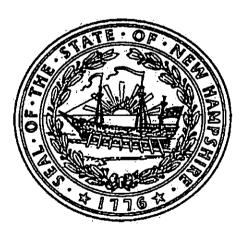
# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING YOUTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 03, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65524

Certificate Number: 0004101156



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May A.D. 2018.

William M. Gardner Secretary of State

## **CERTIFICATE OF VOTE**

I, Lori Surowiec, Secretary Pro Tempore, do hereby certify that:  (Name of the elected Officer of the Agency; cannot be contract signatory)
I. I am a duly elected Officer of Spaulding Youth Center (Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on December 4, 2018 : (Date)
RESOLVED: That the Chief Financial Officer (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any an 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 4th day of <u>December</u> , 2018. (Date Contract Signed)
4. Todd C. Emmons is the duly elected Chief Financial Officer (Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.  Signature of the Elected Officer)
STATE OF New Hampshire County of Merrimack
County of <u>Merrimack</u>
The forgoing instrument was acknowledged before me this day of
(Name of Electron Diffiner of the Agency)  MY  COMMISSION  EXPIRES OCT. 17, 2023  (Notary Public/Justice of the Peace)
Commission Expires



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYYY) 12/7/2018

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

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OWEI				MODINES			DING COVERAGE		NAIC#
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	129 Pleasant Street Concord NH 03301			AUTHO	RIZED REPRESE	ENTATIVE		_	



# SPAULDING YOUTH CENTER MISSION STATEMENT

Spaulding Youth Center supports exceptional children and families toward a successful future

## SPAULDING YOUTH CENTER FINANCIAL REPORT JUNE 30, 2018

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Statement of functional expenses		5 and 6
Statements of cash flows	***************************************	7
Notes to financial statements		



#### INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Spaulding Youth Center Northfield, New Hampshire 03276

We have audited the accompanying financial statements of Spaulding Youth Center, which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

## Management's Responsibility for the 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Page 1

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Spaulding Youth Center as of June 30, 2018, and the results of its operations and changes in net assets, functional expenses and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### Other Matter

As discussed in Note 1 to the financial statements, effective July 1, 2016 Spaulding Youth Center acquired the assets and assumed the liabilities of Spaulding Youth Center Foundation.

#### Report on Summarized Comparative Information

We have previously audited Spaulding Youth Center's June 30, 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 17, 2017. In our opinion, the summarized information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Weinste 7 Company Concord, New Hampshire September 27, 2018

#### STATEMENTS OF FINANCIAL POSITION

June 30, 2018 and 2017

ASSETS			•	
		2018		2017
CURRENT ASSETS		•		r
Cash	\$	1,238,473	\$	1,360,266-
Accounts receivable, net of allowance for doubtful				•
accounts of \$20,000 for 2018; \$120,000 for 2017		. 2,234,562		1,951,325
Grants receivable		26,504	•	9,673
Contributions receivable	•	-		2,400
Prepaid expenses and other receivables	٠.	103,689		22 _, 576
Food inventory		13,666		19,580
Total current assets		3,616,894	•	3,365,820
PROPERTY AND EQUIPMENT				
Land		665,509	**	665,509
Buildings and improvements		10,444,583		10,263,634
Vehicles		605,677		523,903
Furniture, fixtures and equipment		. 3,033,097	٠,	2,756,228
Construction in progress		371,283		215,641
		15,120,149		· 14,424,915 .
Less accumulated depreciation		7,311,434	*	6,721,289
		7,808,715		7,703,626
INVESTMENTS AND OTHER ASSETS		•	3:	
Contributions receivable restricted to investment	•	Ψ.		•
in building and other long-term assets, net		20,097		61,344
Beneficial interests in trusts		2,234,363	٠	2,264,953
Investments		9,893,382	•	9,852,223
Total assets	\$	23,573,451	\$.	23,247,966
LIABILITIES AND NET ASSETS	_			ı.
CURRENT LIABILITIES			4	
Current maturities of long-term debt	\$	. 409,724	\$.	397,291
Accounts payable		15 <i>7,7</i> 70	1.	238,152
Accrued expenses		501,846	,,	332,492
Charitable gift annuities		5,009		•
Total current liabilities		1,074,349		967,935
LONG-TERM DEBT, less current maturities		2,364,413	•	2,773,860
Total liabilities		3,438,762		3,741,795
NET ASSETS		•	_	
Unrestricted:				
Net investment in property and equipment		5,034,578		4,532,475
Undesignated		2,567,165		2,667,032
Board designated		8,014,997		7,655,119
Total unrestricted net assets		15,616,740		14,854,626
Temporarily restricted		1,608,966	. '	1,711,972
Permanently restricted		2,908,983		2,939,573
Total net assets		20,134,689		19,506,171
Total liabilities and net assets	\$	23,573,451	<b>\$</b>	23,247,966

## STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS Year Ended June 30, 2018 and Comparative Totals for Year Ended 2017

	Timoret Set of	Temporarily	Permanently	2018	2017
Revenues, gains (losses) and other support:	Unrestricted	Restricted	Restricted	Total	Total
Tuition income	\$ 11.000.202				•
Other student services	\$ 11,829,301 1,685,354	. \$ -	- \$	<b>\$</b> 11,829,301	\$ 10,569,449
ISO program	813,466	-	· -	1,685,354	1,916,897
Interest and dividends	169,306	-	-	813,466	672,992
Change in split-interest value	(9,247)	50,420	-	219,726	192,672
Other income	72,575 .		-	(9,247)	(2,363)
Gain (loss) on disposal of assets		-	· -	72,575	78,769
Net realized and unrealized gains, net of	(1,303)	-	-	(1,303)	1,8 <del>4</del> 8
investment fees for 2018 of \$70,832	601 642	422.424	÷		
Contributions received	691,643	192,683	• • • • • • • • • • • • • • • • • • •	884,326	567,071
Grant revenue	143,271	91,254	•	234,525	179,734
Investment income from trusts	110.000	117,725	-	117, <b>72</b> 5	17,021
Total revenues, gains and other support	110,982		<del>-</del>	110,982	98,625
Tom reconded, guind und other support	15,505,348	452,082	<u> </u>	15,957,430	14,292,715
Net assets released from restrictions:					-
For satisfaction of restrictions from endowment income	77,166	(77.166)			•
For satisfaction of program restrictions	477,922	(77,166)	-	•	:
Total net assets released from restrictions	555,088	(477,922) (555,088)	<del>_</del>		<u>;                                    </u>
· .	333,000	(333,088)	<del></del>		<u> </u>
Expenses:		•	•	<b>:</b>	
Program services:	•	•	•		
Residential program	5,905,433	· _		E 00E 402	* ***
Education program	4,632,186	`_	-	5,905,433	5,080,789
Program support	1,880,490	_	- ,	4,632,186	4,284,676
ISO program '	786,808	_	-	1,880,490	1,644,216
General and administrative	1,942,622		-	786,808	669,179
Fundraising and public relations	150,783			1,942,622	2,110,588
Total expenses	15,298,322		<del>_</del>	150,783	35,338
·			<del></del>	15,298,322	13,824,786
Other changes in net assets:			•		
Increase (decrease) in value of beneficial interests in trusts	•	- . <u>-</u>	(30,590)	(30 500)	
			(30,390)	(30,590)	25,465
Increase (decrease) in net assets	762,114	(103,006)	(30,590)	628,518	402.204
Net assets, beginning of year	·	- •	(00,000)	- 020,010	493,394
	14,854,626	1,711,972	2,939,573	19,506,171	19,012,777
Net assets, end of year	\$ 15,616,740	<b>\$</b> 1,608,966	\$2,908,983	<b>, \$ 20,134,689</b>	\$ 19,506,171
See Notes to Financial Statements.					
oce reads to I manetal statements.					Page 4

## STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2018 and Comparative Totals for Year Ended June 30, 2017

	-		•	•			•					
Power of automotive	Residential Program	Education Program	Program Support	ISC Program		Total Program Services	General and Administrative	Fundraising		2018	-	2017
Personnel expenses: Salaries and wages												2017
Overtime wages	\$ 3,181,265	\$ 2,471,080	\$ 1,280,697	\$ 337,613	\$ 5	7,270,655	\$ 1,054,744	\$ 65,537	S	8,390,936	\$	7,176,234
Foundation management fee	458,872	129,622	12,217	4,084	Į.	604,795	4,301			609,096	•	616,792
Employee benefits	-		-	-	-	-	-	-		•		56,549
FICA expense	791,859	542,997	240,862	63,054	ŀ	1,638,772	265,944	8,369		1,913,085		1,718,344
	263,426	190,592	95,847	24,740	}	574,605	73,955	4,688		653,248		576,095
Workers' compensation insurance	162,427	160,112	11,526	3,712	!	337,777	17,891	604		356,272		336,545
Other personnel expense	20,779	18,654	. 84	322	!	39,839	60,059	-		99,898		109,650
Employee recruitment		<u> </u>	<u>-</u>				35,851	_		35,851		84,274
Total personnel expenses	4,878,628	3,513,057	1,641,233	433,525		10,466,443	1,512,745	79,198		12,058,386		10,674,483
Program expenses:							-7	.,,,,,,		12,000,000		10,074,403
Client treatment services	3,220	20,511	71,570	269.773		245.054						-
Building and household supplies	55,583	18,177	1,005	209,773 194		365,074		7		365,074		392,043
Educational supplies	15,193	85,980	42	174		74,959	580	-		75,539		79,093
Food expense	165,736	55,599	4.2	-		101,215		<del>-</del>		101,215		77,243
Medical supplies		; -	7,425	-		221,335	-	-		221,335		210,777
Clothing	11.072	, -	, 7,420	1 222		7,425	-	-		7,425		6,976
Client and staff transportation	27,015	3,063	5.254	1,327		12,399	•	: -		12,399		11,251
Student program funds	35,940	3,003	3,234	8,574		43,906	3,811	1,531		49,248		78,038
Student activities	5,308	16 424	-	. 572		36,512	-	-		36,512		4,483
Total program expenses	319,067	16,424 199,754	05.004	-		21,732				21 <i>,7</i> 32		18,121
· = •	319,007	199,/54	85,296	280,440		884,557	· 4,391	1,531		890,479		878,025
Operating expenses:						. •				_		-
Accounting and auditing fees	-	-	-	-			55,950			55,950		59,988
Legal fees and other professional services	-	55,950	2,000	3,250		61,200	145,236	34,954		241,390		139,382
Staff development	16,261	42,164	19,123	5,340		82,888	16,202	700		99,790		67,103
Office and computer supplies	2,669	3,939	6,581	73		13,262	16,306	134		29,702	•	
Printing	-	-	•	_		10,202	10,000	11,243		11,243		63,040
Equipment maintenance and repairs	36,929	42,147	9,585	. 7,726		96,387	11,278	11,290		107,665		11,618
Telecommunications	9,005	14,021	4,140	3,823	-	30,989	4,915	•		-		95,708
Postage and shipping	- •			5,525		-	6,364	1,085		35,904		32,765
Vehicle lease, maintenance and repairs	16,996	18,490	2,707	1,028		39,221	. 3,079	1,085		7,449		8,831
Property and liability insurance	36,373	39,569	5,794	2,199		83,935		•		42,300		28,432
Memberships	2,168	1,191	218	10		3,587	39,889	-		123,824		102,874
Interest expense	7,338	103,525	1,169	443		-	2,433	, 385		6,405		3,556
Equipment and furnishings	26,006	31,651	4,863	3,608		112,475	1,330	-		113,805		125,978
Board retreat		-,	4,000	. 3,000		66,128	6,690	80	•	72,898		45,773
Bank fees	_					. •	3,634	-		3,634		. 3,049
Total operating expenses	153,745	352,647	56,180	27,500		590,072	4,206	754		4,960		9,221
· ·	<u> </u>		30,100	27,300		. 590,072	317,512	49,335		956,919		797,318

## STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2018 and Comparative Totals for Year Ended June 30, 2017

•	Residential Program	Education Program	Program Support	ISO Program	Total Program Services	General and Administrative	Fundralsing	2019	2015
Occupancy expenses:		-6	0- <b>P</b> F-0		Davices	Administrative	runutaising	2018	2017
Heating costs	32,809	35,691	5,226	1,984	<i>75,7</i> 10	5,691	253	01 /54	00.007
Other utilities	40,454	43,024	6,114	2,321	91,913			81,654	83,377
Maintenance and repairs	75,810	82,470	12,075	4,585	174,940	6,658	296	98,867	97,833
Property taxes	29,343	31,920	4,674	1,775		13,151	585	188,676	234,275
Other occupancy costs	99,810	108,579	15,898	•	67,712	5,090	226	73,028	53,666
Total occupancy expenses		301,684		6,037	230,324	17,314		248,408	244,548
Tom occupancy expenses	270,220	301,004	43,987	16,702	640,599	47,904	2,130	690,633	713,699
Other expenses:	•		-		•				•
Depreciation	242,916	264,257	38,692	14,692	560,557	42,138	1,874	604,569	FO1 555
Marketing expenses	32,851	51,149	15,102	13,949	113,051	17,932	1,074	•	581,755
Other expenses		,		15,747	113,031	17,932	•	130,983	91,594
Special events	· .		_	-	-	•		-	1,537
Bad debt expense (recovery)	_	(50,362)	<del>,</del>	-	-	-	16, <b>7</b> 15	16,715	•
Total other expenses	275 767				(50,362)	<del>-</del>	<u> </u>	(50,362)	86,375
Total other expenses	275,767	265,044	53,794	28,641	623,246	60,070	18,589	701,905	761,261
Totals	\$ 5,905,433	\$ 4,632,186	\$ 1,880,490	786,808	\$ 13,204,917	\$ 1,942,622	\$ 150,783	<b>\$</b> 15,298,322	\$ 13,824,786

## STATEMENTS OF CASH FLOWS

Years Ended June 30, 2018 and 2017

			<i>t</i> ' .
		2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES			
Increase in net assets	\$	628,518 \$	493,394
Adjustments to reconcile increase in net assets to net cash		• . •	
provided by operating activities:		•	-
Depreciation		604,569	581 <i>,7</i> 55
Amortization of charitable gift annuities			495
(Gain) loss on disposal of fixed assets	,	1,303	(1,848)
Net realized and unrealized gain on investments		(884,326)	(567,071)
Bad debt expense (recovery)		(50,362)	86,375
(Increase) decrease in beneficial interests in trusts		30,590	(25,465)
(Increase) decrease in accounts receivable		(217,780)	233,360
(Increase) decrease in grant receivable		(16,831)	8,164
Decrease in contributions receivable		28,552	40,007
(Increase) decrease in prepaid expenses and food inventory		(75,199)	14,723
Increase (decrease) in accounts payable		(80,382)	108,807
Increase in charitable gift annuities		6,389	·
Increase (decrease) in accrued expenses		169,354	(78,634).
Net cash provided by operating activities		144,395	894,062
CASH FLOWS FROM INVESTING ACTIVITIES		' 1	<del></del> -
Purchase of property and equipment		(706,261)	(926,319)
Proceeds from sale of property and equipment		300	3,450
Proceeds from sale of investments		1,060,526	325,693
Purchase of investments	•	(217,359)	(502,485):
Net cash provided by (used in) investing activities	<u> </u>	137,206	(1,099,661)
CASH FLOWS FROM FINANCING ACTIVITIES			· · · · · · · · · · · · · · · · · · ·
Principal payments on long-term debt		(397,014)	(388,176)
Payments on charitable gift annuities		(1,380)	(1,380)
Net cash used in financing activities		(398,394)	(389,556)
Net decrease in cash		(116,793)	(595,155)
Cash, beginning of year	,	1,360,266	1,955,421
Cash, end of year	•	1,243,473 \$	
· · · · · · · · · · · · · · · · · · ·	<u>Ψ</u>	1,243,473 \$	1,360,266
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	,		٠
Cash payments for:			_
Interest expense	\$	113,805 \$	125,978
•			<u></u>

#### Note 1. Nature of Activities

Spaulding Youth Center ("the Organization") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. The Organization was established to provide high-quality therapeutic, educational, residential and foster care services for children with emotional and behavioral challenges and children with autism or other neurological impairments. The Organization also provides training to families and professional staff focusing on children's behavioral, emotional and educational challenges. The Organization was created as a result of the merger of the NH Orphans' Home, the Daniel Webster Home, and the Golden Rule Farm on November 6, 1958.

Effective July 1, 2017, Spaulding Youth Center acquired the assets and assumed the liabilities of Spaulding Youth Center Foundation. The Foundation was formed in a court-approved reorganization of Spaulding Youth Center, whereby certain assets of the Organization, including the endowment funds, were transferred to the Foundation for administration effective March 31, 1989.

The June 30, 2017 financial statements include the accounts of Spaulding Youth Center and Spaulding Youth Center Foundation. Prior to the acquisition, Spaulding Youth Center and Spaulding Youth Center Foundation shared common members of their Boards and were, therefore, under common control. All material inter-organization transactions have been eliminated in the consolidation.

#### Note 2. Significant Accounting Policies

Basis of accounting: The financial statements of the Organization are prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: Management uses estimates and assumptions, such as fair value of contributions receivable, useful lives of property and equipment and allowance for doubtful accounts in preparing the financial statements. Those estimates and assumptions affect the recorded amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the recorded revenues and expenses. Accordingly, actual results may differ from those estimates.

Basis of presentation: The Organization accounts for contributions received in accordance with the FASB Accounting Standards Codification topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give be recorded as receivables and recognized as revenues.

The Organization adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

(continued on next page)

#### NOTES TO FINANCIAL STATEMENTS

<u>Unrestricted net assets</u> include revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions or time restrictions. Unrestricted net assets also include amounts designated by the Board of Directors for future special purposes:

<u>Temporarily restricted net assets</u> include gifts and contributions receivable for which time and donor-imposed restrictions have not yet been met and also include the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

<u>Permanently restricted net assets</u> include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions. Permanently restricted net assets also include the fair value of the Organization's beneficial interest in trusts.

Cash and cash equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2018.

Accounts receivable: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on their assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to accounts receivable.

Fair value option: GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The Organization has elected the fair value option for contributions receivable.

Contributions receivable: Unconditional contributions receivable are reported at net realizable value if at the time the promise is made payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value initially and in subsequent periods because the Organization elected the fair value option in accordance with generally accepted accounting principles. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements.

Contributions: Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions.

#### NOTES TO FINANCIAL STATEMENTS

Beneficial interests in trusts: Beneficial interests in trusts are carried at the fair value of the expected future distributions from irrevocable perpetual trusts controlled by trustees not related to the Organization.

**Donated services:** Volunteers have donated their time to the Organization and its programs; however, these donated services are not reflected in the financial statements since these services do not meet the criteria for recognition as contributed services.

Inventories: Inventories consist of food inventory and are valued at the lower of cost on the first-in, first-out basis, or net realizable value.

Property and equipment: Property and equipment are recorded at cost if purchased or at fair value on the date of gift if donated. Donated assets are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Property and equipment are being depreciated using the straight-line method over estimated useful lives as follows:

•	rems
Buildings and improvements	5–50
Vehicles	3–5
Furniture, fixtures and equipment.	

The Organization's policy is to capitalize asset acquisitions in excess of \$5,000. Lesser amounts are generally expensed. All depreciation taken on property and equipment is recorded as unrestricted operating expense.

Income taxes: The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization has adopted the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the Organization's tax positions and concluded the Organization had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2015.

Functional allocation of expenses: All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by the New Hampshire Department of Education and the Division of Children, Youth and Families, to which these statements and other financial documents are submitted by the Organization. The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities and changes in net assets and statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Comparative financial information: The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Advertising costs: The Organization expenses all advertising costs as incurred. Advertising and recruitment expense amounted to \$35,851 for the year ended June 30, 2018.

Recent accounting pronouncements: In August 2016, the FASB issued, Presentation of Financial Statements for Not-for-Profit Entities, Topic 958 (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding the liquidity of assets. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. This is effective for the Organization's fiscal year ending June 30, 2019, with early adoption permitted. The Organization is currently evaluating the impact of ASU 2016-14 on its financial statements.

In May 2014, the FASB issued, Revenue from Contracts with Customers (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Organization expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective on July 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact this will have on its financial statements.

Change in accounting principle: During the year ended June 30, 2018, the Organization adopted FASB Accounting Standards Update 2015-11, Inventory (Topic 330): Simplifying the Measurement of Inventory, which requires inventory to be measured at the lower of cost or net realizable value. Prior to the year ended June 30, 2018, inventory was measured at the lower of cost on the first-in, first-out basis or market. There was no material impact on the Organization's results of operations or financial condition upon adoption of the new standard.

#### Note 3. Concentrations

The Organization receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division of Children, Youth and Families, in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. In addition, the Organization receives support from similar governmental agencies in other states.

The Organization maintains cash accounts in multiple financial institutions. The Organization's cash accounts are insured up to \$250,000 per depositor at each financial institution. There were no amounts in excess of these federally insured limits as of June 30, 2018.

This excludes a portion of the Organization's cash balances invested in a repurchase agreement which is not insured by the FDIC. The repurchase agreement is an obligation of the Bank and the underlying federal security serves as collateral. Shares of pooled U.S. Government-backed securities pledged as collateral totaled approximately \$1,131,000 at June 30, 2018.

#### NOTES TO FINANCIAL STATEMENTS

#### Note 4. Contributions receivable

Unconditional promises to give are included in the financial statements as contributions receivable and revenue of the appropriate net asset category. Contributions expected to be received beyond one year are recognized at fair value using present value techniques and a discount rate of 3%.

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

	•	•			con	Capital campaign tributions receivable
In one year or less Between one year and five years  Total			 		\$	10,097 10,000 <b>20,097</b>

#### Note 5. Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values, based upon quoted market prices or estimated fair value provided by external managers, in the statements of financial position.

Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities and changes in net assets.

The following summarizes investment return for the year ended June 30, 2018:

			•		
	<u> </u>	Ur	restricted	Restricted	Total
Interest and dividends Realized and unrealized gains Investment fees		\$	169,306 \$ 747,045	50,420 \$ 208,113	219,726 955,158
mivesment fees			(55,402)	(15,430)	(70,832)
·		\$	860,949 \$	243,103 \$	1,104,052

As of June 30, 2018, the Organization had signed contracts with two donors which created charitable gift annuities that are being administered by the Organization. The donors retain the power to revoke the annuity payments. The Organization's obligation under the agreements terminates upon the death of the last beneficiary unless sooner terminated by the donor. Based on the donors' and beneficiaries' life expectancies and the discount rates, the amortized gift annuity liability was estimated to be \$5,009 as of June 30, 2018.

#### Note 6. Beneficial Interests in Trusts

The Organization is the beneficiary of several irrevocable perpetual trusts managed by local, independent financial institutions. The Organization receives distributions from seven trusts based on the income earned and annual distributions made by the trust. The Organization received \$110,982 from these trusts during the year ended June 30, 2018. This amount is recorded as unrestricted investment income.

The Organization's portion of the fair value of these trusts, which approximates the present value of future benefits expected to be received, amounted to \$2,234,363 at June 30, 2018. In accordance with FASB ASC 958-605, Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others, the Organization has recorded the change in value of these investments on the statement of activities and changes in net assets. The decrease in value of beneficial interests in trusts during the year ended June 30, 2018 amounted to \$30,590.

#### Note 7. Net Assets

Designated and temporarily restricted net assets at June 30, 2018 consisted of gifts, contributions receivable, other unexpended revenues, and investment gains available for the following purposes:

Board-designated endowment funds	¢	6 557 604
Priority needs	₽ .	6,557,684
Land development project		1,381,596
Total designated net assets		75,717
Tomi mesignaten nei asseis	<u>\$</u>	8,014,997
Art supplies	\$	22,623
Technology	4	96,341
Professional development	•	28,185
Echo Program		15,240
Miscellaneous		12,929
Contributions and grant receivable		46,601
Capital campaign funds		816,070
Portion of perpetual endowment funds subject to time restriction under UPMII	7 <b>A</b> .	570,977
Total temporarily restricted net assets	<u> </u>	
	<del>- 3</del>	1,608,966
Permanently restricted net assets consist of the following at June 30, 2018:		
Beneficial interests in trusts	\$	0.024.262 ·
Endowment original value of gifts primarily for general operating support,	Ψ	2,234,363
outdoor and agricultural education, and art programs		
	<del></del>	679,620
	<u>\$</u>	2,913,983

#### Note 8. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical

assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 inputs are unadjusted, quoted prices in active markets for identical assets at the
  measurement date. The types of assets carried at level 1 fair value generally are securities listed in
  active markets. The Organization has valued its investments, listed on national exchanges at the
  last sales price as of the day of valuation.
- Level 2 inputs are based upon quoted prices for similar instruments in active markets, quoted
  prices for identical or similar instruments in markets that are not active, and model-based valuation
  techniques for which all significant assumptions are observable in the market or can be
  corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 inputs are generally unobservable and typically reflect management's estimates of
  assumptions that market participants would use in pricing the asset or liability. The fair values are
  therefore determined using model-based techniques that include option-pricing models,
  discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2018: -

		Level 1	Level 2	Level 3
Cash and money market funds	\$	468,107 \$	- \$	·
Repurchase agreements		-	1,113,359	
Equities:				
Consumer discretionary		658,061	_	
Consumer staples		237,861	•	· <u>-</u>
Energy		500,614	-	. <del>-</del>
Financials		<i>7</i> 55 <i>,7</i> 41	_	· · ·
Health care		763,916	-	_
Industrials		556,599	_	_
Information technology		1,687,535	<del>-</del>	_
Materials		226,834		
Telecommunications		90,810	, <u>-</u>	_
Other equities		636,492	. 🛶	-
Fixed Income:				
Government and government agencies		• =	1,019,505	,
Mortgage-backed securities		•	579,159	_
Corporate bonds		-	1,376,682	_
Taxable funds		335,275	<del>-</del>	_
Tax exempt funds		191	_	
Contributions receivable		-	_	. 20,097
Beneficial interests in trusts			-	2,234,363
Total	<u>\$</u>	6,918,036 \$	4,088,705 \$	·2,254,460

(continued on next page)

			Capital campaign tributions receivable	Beneficial interests in trusts
Balance, beginning of year		\$	63,744 \$	[′] 2,264,953
Contribution payments			(28,553)	•
Contribution write-offs			(67,632)	
Changes to discount and allowance			52,538	-
Total realized and unrealized losses,				(00.500)
included in changes in net assets	, ,			(30,590)
Balance, end of year		<u>\$</u>	20,097 \$	2,234,363 -
	· ·		tributions Receivable	Beneficial interests in trusts
Amount of unrealized losses relating to assets still held at the reporting date, included in			,	114010
changes in net assets	· ·	\$	- \$	(30,590)

The Organization has elected the fair value option for recording long-term contributions receivable. As a result of this election, contributions receivable are reported at fair value initially and in subsequent periods. This option simplifies the recordkeeping aspect of accounting for contributions receivable by eliminating the requirement to amortize the resulting discount.

The fair value of the beneficial interests in trusts is determined by calculating the present value of future distributions expected to be received, which approximates the market value of the trusts' assets at June 30, 2018.

#### Note 9. Endowment Funds and Net Assets

The Organization adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205-45). FASB ASC 958-205-45 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). FASB ASC 958-205-45 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted FASB ASC 958-205-45 for the year ending June 30, 2010. The Organization's endowment is comprised of approximately seven named funds established for a variety of purposes.

#### NOTES TO FINANCIAL STATEMENTS

Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted UPMIFA as allowing the Organization to appropriate for expenditure or accumulate so much of an endowment fund as the Organization determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed in UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the investment policies of the Organization.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. As of June 30, 2018, the Organization did not have any deficiencies.

Investment Return Objectives, Risk Parameters and Strategies: The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of approximately 5% while growing the funds if possible. Therefore, the Organization expects its endowment assets, over the long term, to produce an average rate of return of 3% over the generally followed Consumer Price Index while prioritizing preservation of the capital in real terms and displaying strong risk management. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy: The Organization has adopted a written spending policy of appropriating for distribution each year 5% of its endowment fund's average fair value of the prior 20 quarters through the year preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation. The Organization expects the current spending policy to allow its endowment funds to grow at a nominal average rate of approximately 3% annually, which is consistent with the Organization's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2018 is as follows:

	•	Board Designated	Temporarily Restricted	Permanently Restricted		Total
Donor-restricted endowment funds	\$	- !	\$ 570,977	\$ 674,620	\$	1,245,597
Board-designated endowment funds		6,557,684	_	. · · _		6,557,684
and Alberta Annual Control	\$	6,557,684	\$ 570,977	\$ 674,620	\$ .	7,803,281

Changes in endowment net assets as of June 30, 2018 are as follows:

		Board Designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets,		•			
beginning of year	. \$	6,073,646	\$ 479,061	\$ 674,620 \$	7,227,327
Investment return net of fees:				•	
Investment income		136,857	25,990	4 ·	162,847 .
Net realized and unrealized				,	
gains, net of fees \$54,136		597,071	116,180	· · · · · -	713,251
Total investment return		733,928	142,170	·	876,098
• • •				•	King Carl
Appropriation of endowment			•,		
assets for expenditure		(250,000)	(50,144)		(300,144)
Recovery of funds with deficiencies		110	(110)	-	· •
En deciment and another		·	•		-
Endowment net assets,					
end of year	<u>\$</u>	6,557,684	\$ 570,977	674,620 \$	7,803,281

## Note 10. Line-of-Credit, Long-Term Debt, and Pledged Assets

The Organization has a \$1,000,000 revolving line-of-credit agreement with interest at the *Wall Street Journal* prime rate plus 1% (6% at June 30, 2018), with a floor rate of 5.75%, secured by all accounts receivable, demand deposits, cash collateral, contracts and contract rights, the second mortgage on the property located at 130 Shedd Road, and other amounts that might become owed to the Organization during its normal course of operations. This line-of-credit requires the Organization to maintain a minimum debt service covered ratio of 1.20. This line-of-credit has an annual renewal date of February 3. As of June 30, 2018, the Organization did not have an outstanding balance on this line-of-credit.

Long-term debt at June 30, 2018 consists of the following:

Note payable, bank, secured by first mortgage on 130 Shedd Rd., interest		
at 4%, requiring monthly principal and interest payments of \$14,732,	•	
due February 2037	<b>\$</b> .	2,311,257
Note payable, New Hampshire Educational and Health Facilities Authority,	•	_,5_1_,,
collateralized by securities, interest at 1%, requiring monthly principal		•
and interest payments of \$3,419, due November 2019		57,685
Note payable, bank and New Hampshire Educational and Health Facilities	٠	W
Authority (HEFA). The bank participates in 70% of the original		. *
principal balance. HEFA participates in 30%. The note bears interest		
at 3.1%. The note is collateralized by endowment funds. The loan		
requires interest and principal payments of \$24,417, due November 2019.		405,195
		2,774,137
Portion payable within one year	•	409,724
Total long-term debt	\$	2,364,413

The carrying amount reported in the statement of financial position approximates fair value because the Organization can obtain similar loans at the same terms.

The following is a summary of the principal payments due on long-term debt:

Year Ending June 30,	•				٠.	•
2019 [°]		•		•	\$	409,724
2020			,	والمعادي	•	225,633
2021	•					91,735
2022						95,526
2023				•		99,473
Thereafter						1,852,046
Total					\$	2,774,137

#### NOTES TO FINANCIAL STATEMENTS

#### Note 11. Tuition Income

Tuition income reported on the statement of activities and changes in net assets includes instructional revenue and residential revenue as follows:

Instructional revenue		•	\$ 6,548,624
Residential revenue			5,280,677
Total			\$ 11,829,301

#### Note 12. Retirement Plan

The Organization maintains a defined contribution 403(b) qualified retirement plan ("the Plan"). The Plancovers all employees of the Organization who have completed two years of service and who are at least twenty one years of age. Each year, the Organization contributes to the Plan in accordance with the Plan document. Participants may make elective wage and salary deferrals into this plan. All participants are 100% vested upon entry. Included in employee benefits in the statement of functional expenses is the retirement expense amounting to \$295,222 for the year ended June 30, 2018.

#### Note 13. Related Party Transactions

The Organization receives financing from a bank which employs one of the Organization's board members. Another board member is also a board of director of that bank. In addition, another board member is president of the company that manages the Organization's retirement plan.

#### Note 14. Reclassifications

Certain reclassifications have been made to prior year amounts to conform to the current year presentation. Such reclassifications have had no effect on net assets as previously reported.

#### Note 15. Subsequent Events

The Organization has evaluated subsequent events through September 27, 2018, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2018.



# Board of Directors December 2018

#### Chair

Michael Ventura
President and CEO
Independence Financial Advisors
P.O. Box 160
Franklin, NH 03235
(o) 603-934-8373
Ventura@IFA-NH.com
Term expires: Fall 2021

Vice Chair

Hali B. Dearborn

ı erm expires: Fall 2019

Treasurer

Ronald L. Magoon President and CEO Franklin Savings Bank 387 Central Street Franklin, NH 03235 Ronald.Magoon@fsbnh.bank (o) 603-934-8331

Term expires: Fall 2019

Secretary

Donna Raycraft

Term expires: Fall 2021

Indrika Arnold
Harvest Capital Management
Capital Commons
11 South Main St., Suite 501
Concord, NH 03301
(o) 603-369-6637
iarnold@harvestcap.com
Term expires: Fall 2021

Michael Bourbeau
Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03301
(0) 603-223-1276
mbourbeau@nedelta.com
Term expires: Fall 2020

Patrick Clark

Term expires: Fall 2019

Chief Robert Cormier Tilton Police Department 179 E. Main Street Tilton NH 03276 (o) 603-286-8207 X 101 rcormier@tiltonpd.org Term expires: Fall 2021

Suzanne H. Gottling

Scott D. McGuffin, Esq. McGuffin Law Firm 67 Water Street, Suite 107 Laconia, NH 03246 (o) 603-524-0424 (f) 603-524-0459 scott@mcguffinlaw.com Term expires: Fall 2020

Pamela Seed

rem expires: Fall 2020

Robert N. Snelling

Term expires: Fall 2021

Peter White

Term expires: Fall 2020

Term expires: Fall 2020

## Colleen Sliva, MSEd.

#### Educational Experience:

#### Learning Disabilities Specialist:

Burnham Brook Middle School, Canterbury, NH: 2001-present. I supervise and implement the learning disabilities program. My responsibilities include overseeing a staff of three learning disability teachers, evaluation, individualized education plan formulation, and case management. I instruct learning-disabled students in specially designed reading, writing, and content area classes. Additionally, I teach a pre-algebra class.

#### President of the NH branch International Dysiexia Association:

2005-present. I am responsible for coordinating committees, meetings, chairing meeting and maintaining communication between our branch and the national branch.

#### Vice President of the NH branch International Dyslexia Association:

2001- 2004. My duties have included assisting in the establishment of this branch organization and organizing and executing conferences.

#### Individualized Reading Tutorials:

2000-present. I tutor students individually and in small groups using the Wilson Reading System, Lindamood-Bell Phoneme Sequencing Program, and Orton-Gillingham.

#### Elementary Special Needs Teacher:

Boscawen Elementary School: Merrimack Valley School District, Boscawen, NH 1992-2001
I taught a self-contained program for children with severe special needs such as mild to severe mental retardation, severe language impairment, autism/PDD, hearing impairment, PTSD, traumatic brain injury, Cerebral Palsy, Down's Syndrome, and Fetal Alcohol Syndrome. My duties included instruction, training and supervision of paraprofessionals, assessment and report writing, case management, individual educational plan writing, scheduling, and collaborating with regular educators.

#### Respite Provider:

Children's Intervention program: Riverbend Community Mental Health Center, Concord, NH: 1994-2000. I provided respite care for seriously emotionally disturbed children ages 5-14+ for extended periods of time in homes and the community.

#### Elementary Summer School Teacher/ Tutor:

Merrimack Valley School District 1993, 1996-2001

I supervised, organized, and instructed a summer program for students with a wide variety of severe special needs. Additionally, I supervised, organized, and instructed a program for a young child with Autism from the time he was four years old until he was six in collaboration with the May Center.

#### Education:

#### Master of Science in Education: Language and Literacy Inclusion Specialist.

Simmons College, Boston, MA 2000-2001 (graduated 9/2001).

#### Graduate Coursework in Autism: Applied Behavior Analysis.

Fitchburg State College, Fitchburg, MA 1998.

#### B.A. Elementary and General Special Education.

Mount Holyoke College, South Hadley, MA & Notre Dame College, Manchester, NH 1984-1992. Certifications:

NH State Certifications: Elementary Education, General Special Education, Learning Disabilities Specialist: Wilson Reading System Certified: Levels 1, 2A, 2B. Orton Gillingham Certification: Subscriber. Lindamood-Bell Phoneme Sequencing Program Trained and supervised practicum complete. Project Read Story Form and Report Form trained. Master's Level student of Barbara Wilson, Rebecca Felton, Louisa Moats, Marilyn Adams, and Anthony Bashir

#### Professional Memberships:

International Dyslexia Association, Simmons College Language and Literacy Program Task Force

#### **CONTRACTOR NAME**

## Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Colleen Sliva, MSEd	Principal and Special Education Director	78,000	0%	0%



Jeffrey A. Meyers Commissioner

Joseph E. Ribsam, Jr. 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 603-271-4455 1-800-852-3345 Ext. 4455 Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcyf

January 12, 2018

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

#### **REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to enter into **retroactive** agreements with the vendors identified below to provide Title I services to abused, neglected or delinquent youth in an amount not to exceed \$959,390, **retroactive** to July 1, 2017, effective upon Governor and Executive Council approval, through August 31, 2018. 100% other funding.

Vendor	Vendor #	Location	Total
Easter Seals New Hampshire, Inc.	177204-B005	Manchester	\$72,961
Merrimack Valley Day Care Services	160070-B001	Concord	\$28,168
Mount Prospect Academy	168139-B001	Plymouth	\$397,369
NFI North, Inc.	177575-B001	Contoocook	\$251,713
Pine Haven Boys Center	174119-B001	Suncook	\$132,925
Spaulding Youth Center	154273-B001	Northfield	\$76,254
,		Total:	\$959,390

Funds are available in the following account for State Fiscal Year 2018 and 2019 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-42-421010-2975 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PASS THRU GRANTS TITLE I

## Easter Seals Education Program (Vendor #177204-B005)

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$62,711
2019	571-500929	Pass Thru Grants	42107501	\$10,250
			Subtotal:	\$72,961

#### Merrimack Valley Day Care Services (Vendor #160070-B001)

19 North Fruit Street, Concord, NH 03301

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$20,289
2019	571-500929	Pass Thru Grants	42107501	\$7,879
			Subtotal:	\$28,168

#### Mount Prospect Academy (Vendor # 168139-B001)

PO Box 58, 354 Main Street, Plymouth, NH 03264

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$337,697
2019	571-500929	Pass Thru Grants	42107501	\$59,672
	4.		Subtotal:	\$397,369

#### NFI North, Inc. (Vendor # 177575-B001)

PO Box 417, 40 Park Lane, Contoocook, NH 03229

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$214,076
2019	571-500929	Pass Thru Grants	42107501	\$37,637
		•	Subtotal:	\$251,713

#### Pine Haven Boys Center (Vendor #174119-P001)

PO Box 162,133 River Road, Suncook, NH 03275

SFY	Class/Object	Class Title	Activity Code	Contract Amount
- 2018	571-500929	Pass Thru Grants	42107501	\$103,192
2019	571-500929	Pass Thru Grants	42107501	\$29,733
			Subtotal:	\$132,925

#### Spaulding Youth Center (Vendor #154273)

72 Spaulding Road, Northfield, NH 03276

SFY	Class/Object	Class Title	Activity Code	Contract Amount
2018	571-500929	Pass Thru Grants	42107501	\$65,854
2019	571-500929	Pass Thru Grants	42107501	\$10,400
			Subtotal:	\$76,254
			Total:	\$959,390

#### EXPLANATION

This request is retroactive because the United States Department of Education does not make Title I Elementary and Secondary Education Act funds available until after applications for funding are approved by the New Hampshire Department of Education.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Approval from the New Hampshire Department of Education for the selected vendor awards was not received until December of 2016.

These contracts were originally submitted to the Department of Administrative Services (DAS) for consideration by the Governor and Executive Council in April 2017. At that time, the Department was informed by DAS that funding was not available for the contracts. The Department attempted to correct this error by requesting an Errata in the Senate phase of the budget in April 2017. The Department's request was denied. In August 2017, the Department determined that an unencumbered payment from November 23, 2016 through June 30, 2017 would be the most appropriate way to move forward with the contracts, in order to mitigate the impact on services to clients. An unencumbered payment was approved by the Governor and Executive Council on October 11, 2017 (Item #8) in the amount of \$364,459.96. In November 2017, the Department determined that fiscal approval was necessary before the contracts could be brought before the Governor and Executive Council. Fiscal approval was obtained in December 2017.

The Department of Health and Human Services applies for Title I Elementary and Secondary Education Act grant funds on an annual basis. These funds are used to provide instructional services and related activities to meet the special educational needs of abused, neglected or delinquent children and youth who are students in state institutions. The Title I, Part D, Subpart 1, State Agency Neglected and Delinquent program provides formula grants to state education agencies for the purpose of:

- Improving education services for children and youth in local and state institutions for neglected or delinquent youth to afford them the same opportunity to meet challenging state student academic achievement standards that all children in the state are expected to meet;
- Providing children and youth with the services needed to make a successful transition from institutionalization to further schooling or employment;
- Preventing at-risk youth from dropping out of school; and
- Providing current dropouts as well as children and youth returning from correctional facilities or institutions with a support system to ensure their continued education.

The Department, through a cooperative agreement with the New Hampshire Department of Education, receives grant funds which are budgeted into an account specifically identified as "Pass Through Grants." The funds are then used to reimburse providers that regularly deliver qualifying educational services to youth for whom the Department is responsible. Although these programs are eligible to participate in Title I due to the educational services delivered, they cannot receive the funding directly because they are neither a school system nor a state agency.

Each year the Department sends an invitation to all of its providers of residential facilities and child care centers to apply for Title I grant funds. These facilities and centers provide a regular educational program but do not already receive Title I funding directly through a Local Education Agency.

The applications used are standardized United States Department of Education forms. The applications include a Statement of Assurances and request that applicants provide data on the number of youth served as well as a staffing narrative and descriptions of programs

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

offered. Finally, the applicants must complete an end-of-year evaluation. Additionally, each provider must maintain State and Federal accreditation standards. Due to the fact that the State and Federal evaluation processes are already attached to the Title I Program, and the Department staff regularly visit these schools for case management and facility inspection purposes, the Department solely utilizes the standardized application and evaluation mechanisms for the Title I Program and does not create additional levels of evaluation for which providers would need to adhere.

Six (6) applications were received and all were selected for this grant funding. This grant will fund full and part-time Title I tutors and classroom aides. Additionally, these grant funds will provide specialized training and technology for teaching staff to utilize and share with parents in order to support the special education needs of youth. Funds from this grant will also provide educational consultation services specific to specialized curriculums or technology and supplies.

As referenced in Exhibit C-1, Revisions to General Provisions, of this contract, the Department reserves the option to extend contract services for up to two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, children who are abused, neglected, or adjudicated delinquent could fail to make academic progress at a level equal to their peers. This would result in a decrease in educational achievement of New Hampshire youth and may, in some cases, result in further youth involvement in delinquent activities, which would negatively impact New Hampshire citizens. It will also mean that these providers will not be paid for services that have already been provided.

Area Served: Statewide

Source of Funds: 100% Other Funds.

In the event that the Other Funds no longer become available, additional General Funds will not be requested to support this contract.

Respectfully submitted.

Joseph E. Ribsam, Jr.

Director

Approved by:

Jeffrey A. Meyers Commissioner

#### Subject: Title I Programs for DCYF (RFA-2017-DCYF-07-TTTLE-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

#### **AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### **GENERAL PROVISIONS**

<ol> <li>IDENTIFICATION.</li> </ol>					
1.1 State Agency Name		1.2 State Agency Address			
Department of Health and Human Services		129 Pleasant Street			
. Department of French and Frankai Services		Concord NH 03301-3857			
		03301-3037			
1.3 Contractor Name		1.4 Contractor Address			
Spaulding Youth Center		72 Spaulding Drive			
	•	Northfield, NH 03276			
	1				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
Number		1.	•		
603-286-9801	05-095-042-421010-29750000	August 31, 2018	\$76,254		
•					
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone Number			
E. Maria Reinemann, Esq.	•	603-271-9330			
Director of Contracts and Procur	ement		•		
1.11 Contractor Signature		1.12 Name and Title of Contract	ctor Signatory		
~~·	<b>T.</b> ~				
hdd ( .	Emmors	Todd C. Emmons, CFO			
			743/ CFU		
1.13 Acknowledgement: State	of N.H., County of	Perrimuck	-		
	• • • • • • • • • • • • • • • • • • • •				
On 1/10/(Killillillillillillillillillillillillill	the undersigned officer, personal	y appeared the person identified in	block 1.12, or satisfactorily		
proven to be the beiston, whose n	ame is signed in block 1.11, and ac	knowledged that s/he executed thi	s document in the canacity		
indicated in block # 12.			· · · · · · · · · · · · · · · · · · ·		
1.13 Signature of Notary Pub	lic or Justice of the Peace				
NAME OF TAXABLE PARTY.	ne of Justice of the Leave	•	•		
Director di					
Z SEPTEMO ON	J. Justiner	:			
1.13. And the of Rotary or Justice of the Peace					
Surowice					
	) a voluce				
1.14 State Agency Signature 1.15 Name and Title of State Agency S			gency Signatory		
1.14 State Agency Signature  1.15 Name and Title of State Agency Signatory  Date: 1/18/18  Date: 1/18/18					
Date: 1/18/18 John Prosen Wireder WYF					
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
, <i>y</i> ,					
By:	•	Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
The Approval by the Attorney General (Porni, Substance and Execution) (1) applicable)					
By AAAA Qn: 1/2 m/1					
Max N Min Min Min Min Min Min Min Min Min Min					
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1.18 Approval by the Governor and Executive Council (if applicable)					
By:	V	On:			
•					

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

## 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule:
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
  8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor:
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default: and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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.



#### **Scope of Services**

#### 1. General Terms and Conditions of Contract

- 1.1. The Contractor shall provide instructional services and related activities to meet the special educational needs of students in State Institutions for neglected or delinquent children and youth.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they will provided to person with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor shall ensure that all activities including, but not limited to field trips and activities out of the classroom are connected to educational goals and objectives and that documentation is available that provides evidence.
- 1.4. Services shall include those described in the Contractor's Title I Part D, Subpart 1 Application submitted to the New Hampshire Department of Health and Human Services and subsequently approved for funding by the Department of Education.
- 1.5. The Contractor's Title 1 Part D, Subpart 1, Application terms are hereby incorporated by reference into this Agreement as Exhibit A-1.

Contractor Initials

Date 11018

Title I Part D, Subpart 1 - Institution:

Spaulding Youth Centers Institution Name for DCYF

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2016-2019

#### INSTITUTION LEVEL APPLICATION

#### 1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2016-2017 SY?	Assessments used to assess these goals?  Include pre/post dates for reading and math assessments.	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics				
Reading				
Intensive Tutoring	To provide intensive tutoring to students having difficulty learning to read through traditional methods so that these students may achieve "catch up growth" to benefit from the general curriculum.	Students receiving intensive tutoring will increase their reading level by 2 grade levels by 8/31/2017.	Pre-lest 10/2016: WRMT-NU or III Post-lest 8/2017: WRMT-NU or III	Reading Tutor/ Special Education Coordinator
Vocational Outcome				<del></del>
Transition: Transition Counseling	To improve youth transitions to less restrictive settings, adulthood, return home	Students are able to transition from Spaulding Youth Center to a Less Restrictive Setting successfully. Improved Adult Outcomes:	Interview by 8/2017: of youth and collaterals assessing educational outcome, employment, satisfaction, transition outcomes	Spaulding Youth Center Transition Counselor

Exhibit A-1

Exhibit A-1

RFA-2017-DCYF-07-TITLE-06 Spaulding Youth Center

Exhibit A-1 2 of 6 Contractor Initials TE

Date 1/10/18

Spaulding Youth Center Institution Name

#### 2. Scope of Project

#### A. Students to Be Served

Using current data as a basis, estimate the number of students who will participate in the Title I Part D, Subpart 1 program's instructional and support related components.

Ages	Reading	Mathematics	Transition	
5 - 10 years old	20		20	
11-15 years old	36	· -	36	
16-18 years old			14	
19 years and			2	•
older	L	]		_ L

B. Staff Paid with Title I, Part D, Subpart 1 Funds
Using the chart below describe the staff to be paid with these funds.

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1-2	15	Reading Tutor(s)	Training and/or certification in a specialized reading program such as Orton-Gillingham or Wilson	\$46700.00 Summer 2016 \$8400.00
1	.25	Transition Counselor	Licensed Social Worker or Guidance Counselor	\$8000.00 Summer 2016 \$2000.00

C. Transition Coordinator: Designate an individual or individuals to be responsible for issues relating to the transition of children and youth from the institution to locally operated programs.

Colleen Sliva, MSEd Name of Individual Principal & Special Education Director

Title of Individual

Garrett Lavallee

Special Education Coordinator

Name of Individual

Individual • Title of Individual

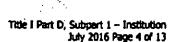
D. Staff/ Student Ratio's:

Total students paroled T1 D support 72 divided by Total Title I Staff FTE 1.25 = 57.6 to 1

RFA-2017-DCYF-07-TITLE-06 Spaulding Youth Center

Exhibit A-1 3 of 6

Contractor Initials † tt



Spaulding Youth Center Institution Name

#### E. Program Description: (Use additional space as needed)

1) Describe the program in sufficient detail such that a teacher implementing this project and/or parents/guardians or persons visiting would know what to expect.

#### Academic

The program will increase student performance in reading.

Students who have been unable to make appropriate progress in reading will be provided with two to three hours per week intensive individual tutoring using a research based approach to teaching reading such as Orton-Gillingham or Wilson Reading System by a reading tutor. These students will make at least two years of growth so that they may catch up to the skill level of their peers. Students receiving this service over the past several years averaged 2 years growth during the course of the school year. Tutoring will occur from the beginning of the grant period throughout the school year and summer program.

Students receiving an Orton-Gillingham based intervention will receive this as a supplementary service to their special education service and as a supplementary service to Spaulding Youth Center's English and Language Arts Curriculum. These curricula have been reviewed as part of our program approval process and are on file at the Department of Education for review.

#### Transition

Currently ten full time employees work with Spaulding Youth Center youth and families for the express purpose of transitioning these youth from our Center to a less restrictive setting such as their home or public school. Transition plans to adulthood are currently developed with families by these employees. Community and area agencies are identified and meetings are held to ensure good outcomes for our students.

The Title 1 grant will allow improved transition outcomes through the use of a transition counselor to provide supplemental transition counseling. This counselor will provide additional (supplemental) counseling to youth (50hrs/month) regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with families to identify and meet with community and agency resources.

 Describe function of major personnel such as home/school coordinators. (Attached job descriptions are appreciated)

Reading Specialists: tutor individual students in reading; perform pre-tests and posttests; consult with general educators to increase student success in the general curriculum.

Transition Counselor: provide supplemental counseling to youth and families to improve transition outcomes.

 Describe any additional services, beyond instruction, for children and youth provided with these funds such as career counseling, etc.

Spaulding Youth Center will provide counseling to youth and families regarding transition planning, career counseling, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. Additional time to work closely with families to identify and meet with community and agency resources will be provided.

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Spaulding Youth Center

Exhibit A-1 4 of 6 Contractor Initials <u>TE</u>

Date 1/10/18

#### F. Transition Services:

 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 deliars for this purpose.

The transition services provided with the reserved funds will be allocated as follows: \$10000: September-June 2016: \$8000 July-August 2016: \$2000: Transition Counselor (see below)

 Describe how the above reserved funds will be used for transitional educational services. (i.e. to re-enter school successfully or preparation for employment.)

The reserved funds, \$10000, will be used to fund an additional counselor, a Transition Counselor, who will provide supplemental transition counseling. This counselor will provide additional (supplemental) counseling to youth regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with fámilies to identify and meet with community and agency resources.

#### G. Professional Development:

1) List the major NEEDS of the *Title I staff and institution staff* relating to the objectives of the Title I project that can be met by in-service training programs.

None requested.

Describe all staff development activities to be funded by this grant. (How many hours of training, when, for whom, and what topics will be covered?) Include a timeline.

None.

#### H. Coordination:

Describe how the program/s will be coordinated with other appropriate State and Federal programs, such as Vocational Education, Special Education, Work Force Investment Act and local dropout prevention programs. If applicable grade levels, describe how the institution will endeavor to coordinate with local businesses for training and mentoring opportunities for participating youth.

#### **Program Coordination Schedule:**

#### Daily:

- Reading instruction: general and special education
- □ Intensive reading tutoring: Title 1 and special education
- ☐ Transition planning and coordination: Transition Counselor
- Instruction in and application of, and future planning of job skills with local businesses for training and mentoring. These unique learning opportunities are coordinated by each student's teacher in consideration of the student's identified current job skills and potential future job matches.: general and special education, vocational education, work force investment act

#### Monthly/Quarterly:

() Transition Counselor: Review coordination of training efforts with other appropriate programs such as Vocational Education, Work Force Investment Act, dropout/truency prevention, local business training and mentoring opportunities.

RFA-2017-DCYF-07-TITLE-06
Spaulding Youth Center

Exhibit A-1 5 of 6 Contractor Initials † (‡ Date 1/10/18

- 3 Job search, application, social/conduct, and interview skills: general and special education, vocational education, work force investment act.
- Transition readiness: Team review of student progress at team meetings in regard to readiness for transition to a less restrictive setting. Each team review's student progress academically, behaviorally, and in terms of transition outcomes to ensure each student is making progress toward transitioning back to their homes, families, schools, and communities. Program edjustments are made as needed to ensure progress is made. Special education, State and Federal Programs
- 13 Team review of each student's progress and program adjustment in math, reading, transition/vocational outcomes: special education.

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Spaulding Youth Center

Exhibit A-1 6 of 6 Contractor Initials T(E

Date 1/10/18



#### Exhibit B

#### **Method and Conditions Precedent to Payment**

- 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.
- The State shall pay the Contractor an amount not to exceed the Grant Limitation, specified in block 1.8 of the Grant Agreement General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and Exhibit A-1, Title I application.
- 3. The Contractor shall use and apply all contract funds for authorized costs to provide services in Exhibit A, Scope of Services and Exhibit A-1, Title 1 application, in accordance with the budgets in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
- 4. Payment for services provided in accordance with Exhibit A, Scope of Services and Exhibit A-1, Title1 applications, shall be made as follows:
  - 4.1. Payments shall be made on cost reimbursement basis only, for actual incurred costs, expenses, and fees.
  - Allowable costs, expenses and fees are those included in Exhibit B-1, Exhibit B-2, and Exhibit B-3.
- 5. The Contractor will submit monthly invoices using invoice forms provided by the Department, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
- 6. The Department invoice must be completed and signed by the Contractor, or an authorized representative, in order to initiate payment.
- 7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 8. The Contractor shall submit supporting documentation that support evidence of actual expenditures, in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
- 9. The completed invoice must be submitted to:

DCYF Fiscal Administrator
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. Notwithstanding anything to the contrary herein, the Contactor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

#### Exhibit B-1 DCYF Title I Program 2017 Summer School (SFY18) Budget

Line Item	Amount
Salaries	\$2,000
Contracted Services - Reading tutors	\$8,400
Total	\$10,400

Exhibit B-1

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Date 1/10 | 17

**Spaulding Youth Center** 

#### Exhibit B-2 DCYF Title I Program 2017-2018 School Year (SFY18) Budget

Line Item	Amount
Salaries	\$8,000
Contracted Services - Reading tutors	\$46,700
Supplies and Materials	\$754
Total	\$55,454

Exhibit B-2 Page 1 of 1 Contractor Initials TE

Date 1/10 18

# Exhibit B-3 DCYF Title I Program 2018 Summer School (SFY19) Budget

Line Item	Amount
Salaries	\$2,000
Contracted Services - Reading tutors	\$8,400
Total	\$10,400



#### 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;

Contractor Initials 1/10/11



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.

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.

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.

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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

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 18. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials

Date 1/10 | 8



- 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.

Contractor Initials 1/10/18



#### **Exhibit C-1**

#### **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination, or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate, or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Exhibit C-1 - Revisions to General Provisions

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Date 1/19/18

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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
    - 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.

Contractor Initials 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 I if there are workplaces on file that are not identified here.

Contractor Name: Spaulding Youth Center

January 10, 2018

Name THE For at 5

Title: 1000

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Inftlats 1/10/18



#### **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 subcontractor), 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-L)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Spaulding Youth Center

Title:

Exhibit E - Certification Regarding Lobbying

CU/DHHS/110713

Page 1 of 1



## <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION</u> 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

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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Date 1/10/18



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Spaulding Youth Center

Title:

Exhibit F -- Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

CU/DHH3/110713



#### 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 -

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pertaining to Federal Nondiscrimination. Equal Tre-



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:

 By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions Indicated above.

Contractor Name: Spaulding Youth Center

January 10, 2018

Name: Todd C Emmons

CEO

Exhibit G

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#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1:12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Spaulding Youth Center

<u>January 10, 2018</u>

Title:

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

#### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

#### (1) <u>Definitions</u>.

- 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.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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- "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.
- "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) <u>Business Associate Use and Disclosure of Protected Health Information.</u>
- 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:
  - For the proper management and administration of the Business Associate;
  - 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

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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:
  - Whether the protected health information was actually acquired or viewed
  - The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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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.
- 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.
- 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.
- I. 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

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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.
- 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) <u>Termination for Cause</u>

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. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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#### Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Spaulding Youth Center
The State	Name of the Contractor
	todd C tumoro
Signature of Authorized Representative	Signature of Authorized Representative
Joseph Kban	Todd C Emmons
Name of Authorized Representative	Name of Authorized Representative
Dreton DCVF	CFO
Title of Authorized Representative	Title of Authorized Representative
1/18/18	January 20, 20/8
Date	Date , Ott

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#### 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
- Location of the entity
- 8. Principle place of performance
- 9. Unique identifier of the entity (DUNS #)
- 10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Spaulding Youth Center



#### FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the

bel	ow listed questions are true and accurate.
1.	The DUNS number for your entity is:
2.	In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
	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?
	NOYES IRS FORM 990
	If the answer to #3 above is YES, stop here
	If the answer to #3 above is NO, please answer the following:
4.	The names and compensation of the five most highly compensated officers in your business or organization are as follows:
	Name: Amount:



#### **DHHS INFORMATION SECURITY REQUIREMENTS**

- Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information whereapplicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce. Breach notifications will be sent to the following email addresses:
      - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
      - 2.7.1.2. <u>DHHSInformationSecurityOffice@dhhs.nh.goy</u>
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

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