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

Nicholas A. Toumpas
Commissioner
Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-626-2983 TDD Access: 1-800-735-2964

January 15, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Easter Seals of New Hampshire, Inc. (Vendor Number 177204), 555 Auburn Street, Manchester, NH 03103, to conduct Child Care Resource and Referral services in the Manchester catchment area, by adjusting certain budget line items in State Fiscal Year 2015 in order to meet specified needs, effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreement on May 15, 2013, (Item # 40). This is a zero cost amendment with no change to the contract end date of June 30, 2015. 100% Federal Funds.

Funds to support this request are available in the following account in State Fiscal Year 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

State Fiscal Year	Class/Object	Title	Catchment Area	Activity Code	Budget
2015	102-500731	Social Services Contracts	Manchester	42117709	\$177,615
				Total	\$177,615

EXPLANATION

The purpose of this amendment is to allow the vendor to adjust certain budget lines in order to meet contractual needs; update the language in Exhibit C-1 to reflect the vendor's current insurance coverage; and to update the standard contract language in Exhibit C and Exhibit G. Easter Seals of New Hampshire, Inc. has experienced an unexpected staff change that has affected coverage in the Manchester catchment area. The change has resulted in a request from the vendor to adjust the budget line items of Total Salary/Wages and Consultants. The Department supports the requested adjustments.

There are no additional funds being requested in this amendment. Other than the amended insurance language in Exhibit C-1, updating the contract standard language in Exhibit C and Exhibit G and the budget line adjustments outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on May 15, 2013, (Item # 40).

Federal funds support preventive child care services and the scholarship child care payment system. A requirement of this funding is that it be used to increase the availability, accessibility, and quality of child care programs throughout the State. This is accomplished through numerous activities including the provision of child care resource and referral services for consumers and providers.

Child care resource and referral services are provided statewide by Division for Children, Youth and Families catchment area. Services include high quality referrals and consumer education for parties seeking matches with child care providers, and providing current and aspiring child care providers with technical assistance in the areas of licensing, best practice, and accreditation. The services also provide the Department, local and national organizations, agencies, policy makers, public officials, businesses, and community members with accurate data and information related to Early Childcare Education issues.

This contract was awarded as the result of a competitive bid process. On September 4, 2012 and again on December 21, 2012, the Division issued a Request for Proposal for Child Care Resource and Referral programs to serve the ten (10) District Office catchment areas in the State of New Hampshire.

Easter Seals of New Hampshire, Inc. was one (1) of the four (4) agencies selected in the competitive bid process.

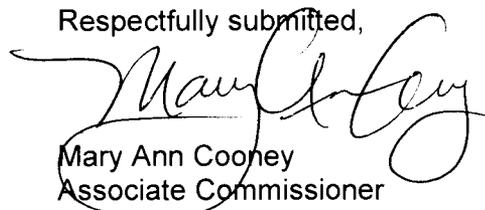
Should the Governor and Executive Council not approve this request, the vendor would not be able to meet their contractual needs which could reduce the availability, accessibility, and quality of child care programs in the Manchester Community.

Area Served: Manchester

Source of Funds: 100% Federal Funds

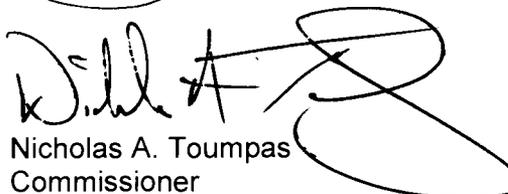
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**Amendment #1 to the Easter Seals of NH, Inc Contract for
Child Care Resource and Referral Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Child Care Resource and Referral Services Contract**

This first Amendment to the Child Care Resource and Referral Services contract (hereinafter referred to as "Amendment #1") dated this 7th day of January, 2015, 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 of NH, Inc. (hereinafter referred to as "the Contractor"), a Corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 15, 2013 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 the General Provisions, Paragraph 18 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire;

WHEREAS the State and the Contractor have agreed to amend Exhibit B and Exhibit B-2, a – Budget Proposal – Manchester SFY 2015 Budget of the contract;

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 as follows:

To amend as follows:

1. Exhibit B, Method, Schedule, and Conditions Precedent to payment, to add:
 - 2.6 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.
2. Replace Exhibit B-2, a – Budget Proposal – Manchester SFY 2015 Budget with:
Exhibit B-2 – Amendment #1
3. Replace Standard Exhibit C – Special Provisions with:
Exhibit C – Special Provisions
4. Add Exhibit C-1 – Revisions to Standard Provisions
5. Replace Standard Exhibit G, Certification Regarding the Americans with Disabilities Act with:
Exhibit G, Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.



Amendment #1 to the Easter Seals of NH, Inc Contract for Child Care Resource and Referral Services

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

Date 1/24/19

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Date 1/8/2015

Easter Seals of NH, Inc.
Elin Medina
Name/Title Elin Medina, CFO

Acknowledgement:
State of New Hampshire County of Hillsborough on 1/8/15, before the undersigned officer, personally appeared the person identified 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

Wendy M. Boelee

Wendy M. Boelee Notary
Name and Title of Notary or Justice of the Peace

My commission expires 10/15/19



**Amendment #1 to the Easter Seals of NH, Inc Contract for
Child Care Resource and Referral Services**

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

OFFICE OF THE ATTORNEY GENERAL

2/2/15
Date

[Handwritten Signature]
Name: *Miriam A. York*
Title: *Attorney*

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-2 – Amendment #1

Bidders shall complete the following chart for each fiscal year. Additional line items can be included, but a through description must be provided in the budget narrative. A Microsoft Excel version of this budget is available and can be provided if requested by the bidder.

New Hampshire Department of Health and Human Services						
Bidder/Program Name: <u>Easter Seals NH</u>						
Budget Request for: <u>Manchester Child Care Resource and Referral</u> <i>(Name of RFP)</i>						
Budget Period: <u>SFY 2015 Budget</u>						
Line Item	Direct Incremental	Indirect Fixed	Total State Costs	Bidder Match	Total Costs	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 108,696		\$ 108,696		\$ 108,696	
2. Employee Benefits	\$ 30,158		\$ 30,158		\$ 30,158	
3. Consultants	\$ 7,000		\$ 7,000		\$ 7,000	
4. Equipment:			\$ -		\$ -	
Rental			\$ -		\$ -	
Repair and Maintenance			\$ -		\$ -	
Purchase/Depreciation			\$ -		\$ -	
5. Supplies:	\$ 1,532		\$ 1,532		\$ 1,532	
Educational			\$ -		\$ -	
Office			\$ -		\$ -	
6. Travel	\$ 1,800		\$ 1,800		\$ 1,800	
7. Occupancy	\$ 6,528		\$ 6,528	\$ 3,200	\$ 9,728	
8. Current Expenses			\$ -		\$ -	
Telephone	\$ 1,198		\$ 1,198		\$ 1,198	
Postage/Printing	\$ 1,356		\$ 1,356		\$ 1,356	
Subscriptions/Membership dues	\$ 700		\$ 700		\$ 700	
Audit and Legal			\$ -		\$ -	
Insurance			\$ -		\$ -	
Board Expenses			\$ -		\$ -	
9. Software			\$ -		\$ -	
10. Marketing/Communications			\$ -		\$ -	
11. Staff Education and Training	\$ 2,500		\$ 2,500		\$ 2,500	
12. Subcontracts/Agreements			\$ -		\$ -	
13. Other (specific details mandatory):	\$ 16,147	\$ -	\$ 16,147	\$ 320	\$ 16,467	
TOTAL	\$ 177,615	\$ -	\$ 177,615	\$ 3,520	\$ 181,135	

Indirect As A Percent of Direct

10%

Contractor Initials: ET

Date: 1/16/2015



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$15,000,000; and



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

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

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

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

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

Exhibit G

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

Contractor Initials

ET

1/8/2015

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

1/8/2015
Date

Elmwood
Name: Elmwood
Title: CFO

Exhibit G

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

Contractor Initials

ET

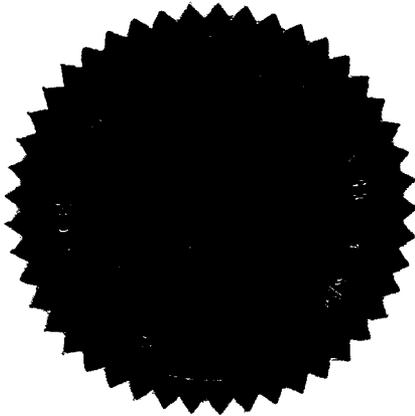
Date

1/8/2015

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 formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

Handwritten signature of William M. Gardner in cursive script.

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)

1. I am a duly elected Officer of Easter 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 on June 11, 2014:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8th day of January, 2015.
(Date Contract Signed)

4. Klin Treaner is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 8th day of January 2015.

By Betty Burke
(Name of Elected Officer of the Agency)

Wendy M. Boelee
(Notary Public/Justice of the Peace)

Wendy M. Boelee, Notary

NOTARY SEAL

Commission Expires: 10/15/19

Client#: 497072

EASTSEA7

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2014

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Dr., Suite 300, Bedford, NH 03110, 855-874-0123. CONTACT NAME: SANDY LACROIX, PHONE: 855-874-0123, FAX: 603-625-1107, E-MAIL: sandy.lacroix@usi.biz. INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Company, NAIC #: 23850. INSURED: Easter Seals NH, Inc., 555 Auburn Street, Manchester, NH 03103.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include: A GENERAL LIABILITY (PHPK1220846), A AUTOMOBILE LIABILITY (PHPK1220846), A UMBRELLA LIAB (PHUB471553).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) **Supplemental Names**: Easter Seals NY, Inc., Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,- 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 (See Attached Descriptions)

CERTIFICATE HOLDER: State of NH, Dept. of Health & Human Services, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. Arnold Jones

Easter Seals
New Hampshire

Our mission is to spread help, hope & answers

Easter Seals provides exceptional services, education, outreach, and advocacy so that people living with autism and other disabilities can live, learn, work and play in our communities

**Easter Seals New Hampshire, Inc.
and Subsidiaries**

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2014 and 2013
With Independent Auditors' Report*

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2014 and 2013

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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, 2014 and 2013, 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, 2014 and 2013, 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 Matter

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 consolidating 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2014 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 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
December 5, 2014

Baker Neuman & Noyes
Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 2,757,134	\$ 3,042,621
Accounts receivable from affiliates	341,653	247,471
Program and other accounts receivable, less contractual allowance of \$218,900 in 2014 and \$210,300 in 2013, and allowance for doubtful accounts of \$440,800 in 2014 and \$930,400 in 2013	10,122,747	11,224,708
Contributions receivable, less allowance for doubtful accounts of \$45,400 in 2014 and \$25,500 in 2013	705,374	686,110
Current portion of assets limited as to use	300,046	541,961
Prepaid expenses and other current assets	<u>678,326</u>	<u>783,844</u>
Total current assets	14,905,280	16,526,715
Assets limited as to use, net of current portion	986,277	4,558,513
Fixed assets, net	25,094,383	28,066,884
Property held for sale	1,289,894	822,504
Bond issuance costs, net	235,113	244,751
Investments, at fair value	13,833,046	14,264,341
Beneficial interest in trusts held by others and other assets	<u>1,550,919</u>	<u>6,830,800</u>
	<u>\$57,894,912</u>	<u>\$71,314,508</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ 2,197,904	\$ 4,212,394
Accounts payable	1,907,743	1,812,128
Accrued expenses	4,251,482	4,143,454
Current portion of deferred revenue	858,258	839,567
Current portion of interest rate swap agreements	615,570	708,132
Current portion of long-term debt	<u>4,228,339</u>	<u>796,290</u>
Total current liabilities	14,059,296	12,511,965
Deferred revenue, net of current portion	999,167	4,218,053
Other liabilities	987,185	1,367,458
Interest rate swap agreements, less current portion	2,714,243	2,050,214
Long-term debt, less current portion	<u>18,976,300</u>	<u>25,318,667</u>
Total liabilities	37,736,191	45,466,357
Net assets:		
Unrestricted	14,189,337	14,767,708
Temporarily restricted	944,862	925,437
Permanently restricted	<u>5,024,522</u>	<u>10,155,006</u>
Total net assets	<u>20,158,721</u>	<u>25,848,151</u>
	<u>\$57,894,912</u>	<u>\$71,314,508</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 744,262	\$ 542,179	\$ 13,813	\$ 1,300,254
Special events, net of related direct costs of \$819,901	1,059,080	756,895	-	1,815,975
Annual campaigns, net of related direct costs of \$67,889	468,261	33,589	-	501,850
Bequests	448,558	-	-	448,558
Net assets released from restrictions	<u>1,356,595</u>	<u>(1,356,595)</u>	<u>-</u>	<u>-</u>
Total public support	4,076,756	(23,932)	13,813	4,066,637
Revenue:				
Fees and grants from governmental agencies	67,725,297	-	-	67,725,297
Other fees and grants	25,094,296	-	-	25,094,296
Sales to public	4,270,196	-	-	4,270,196
Dividend and interest income	742,337	3,613	-	745,950
Rental income	65,204	-	-	65,204
Other	<u>459,188</u>	<u>-</u>	<u>-</u>	<u>459,188</u>
Total revenue	<u>98,356,518</u>	<u>3,613</u>	<u>-</u>	<u>98,360,131</u>
Total public support and revenue	102,433,274	(20,319)	13,813	102,426,768
Operating expenses:				
Program services:				
Public health education	515,992	-	-	515,992
Professional education	29,065	-	-	29,065
Direct services	<u>89,987,134</u>	<u>-</u>	<u>-</u>	<u>89,987,134</u>
Total program services	90,532,191	-	-	90,532,191
Supporting services:				
Management and general	9,419,570	-	-	9,419,570
Fundraising	<u>2,006,939</u>	<u>-</u>	<u>-</u>	<u>2,006,939</u>
Total supporting services	<u>11,426,509</u>	<u>-</u>	<u>-</u>	<u>11,426,509</u>
Total functional expenses	101,958,700	-	-	101,958,700
Support of National programs	<u>122,586</u>	<u>-</u>	<u>-</u>	<u>122,586</u>
Total operating expenses	<u>102,081,286</u>	<u>-</u>	<u>-</u>	<u>102,081,286</u>
Increase (decrease) in net assets from operations	351,988	(20,319)	13,813	345,482

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (594,854)	\$ —	\$ —	\$ (594,854)
Net unrealized and realized gains on investments	1,496,964	37,986	—	1,534,950
Increase in fair value of beneficial interest in trusts held by others	—	—	574,970	574,970
Gain on sales and disposals of property, plant and equipment	14,352	—	—	14,352
Other nonoperating losses	<u>(249,092)</u>	<u>—</u>	<u>—</u>	<u>(249,092)</u>
	<u>667,370</u>	<u>37,986</u>	<u>574,970</u>	<u>1,280,326</u>
Increase in net assets before effects of deconsolidation of affiliate	1,019,358	17,667	588,783	1,625,808
Deconsolidation of affiliate – see note 12	<u>(121,612)</u>	<u>(200)</u>	<u>(5,719,267)</u>	<u>(5,841,079)</u>
Increase (decrease) in net assets before effects of discontinued operations	897,746	17,467	(5,130,484)	(4,215,271)
Loss from discontinued operations – see note 13	<u>(1,476,117)</u>	<u>1,958</u>	<u>—</u>	<u>(1,474,159)</u>
Total (decrease) increase in net assets	(578,371)	19,425	(5,130,484)	(5,689,430)
Net assets at beginning of year	<u>14,767,708</u>	<u>925,437</u>	<u>10,155,006</u>	<u>25,848,151</u>
Net assets at end of year	<u>\$ 14,189,337</u>	<u>\$ 944,862</u>	<u>\$ 5,024,522</u>	<u>\$ 20,158,721</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 861,583	\$ 1,622,346	\$ 13,648	\$ 2,497,577
Special events, net of related direct costs of \$307,832	857,369	131,154	-	988,523
Annual campaigns, net of related direct costs of \$80,637	391,930	51,304	-	443,234
Bequests	369,823	-	-	369,823
Net assets released from restrictions	<u>1,497,063</u>	<u>(1,497,063)</u>	<u>-</u>	<u>-</u>
Total public support	3,977,768	307,741	13,648	4,299,157
Revenue:				
Fees and grants from governmental agencies	63,628,203	-	-	63,628,203
Other fees and grants	24,013,223	-	-	24,013,223
Sales to public	4,019,558	-	-	4,019,558
Dividend and interest income	681,151	1,141	-	682,292
Rental income	144,771	-	-	144,771
Other	<u>679,263</u>	<u>-</u>	<u>-</u>	<u>679,263</u>
Total revenue	<u>93,166,169</u>	<u>1,141</u>	<u>-</u>	<u>93,167,310</u>
Total public support and revenue	97,143,937	308,882	13,648	97,466,467
Operating expenses:				
Program services:				
Public health education	609,102	-	-	609,102
Professional education	41,275	-	-	41,275
Direct services	<u>84,342,495</u>	<u>-</u>	<u>-</u>	<u>84,342,495</u>
Total program services	84,992,872	-	-	84,992,872
Supporting services:				
Management and general	9,403,893	-	-	9,403,893
Fundraising	<u>1,755,299</u>	<u>-</u>	<u>-</u>	<u>1,755,299</u>
Total supporting services	<u>11,159,192</u>	<u>-</u>	<u>-</u>	<u>11,159,192</u>
Total functional expenses	96,152,064	-	-	96,152,064
Support of National programs	<u>121,780</u>	<u>-</u>	<u>-</u>	<u>121,780</u>
Total operating expenses	<u>96,273,844</u>	<u>-</u>	<u>-</u>	<u>96,273,844</u>
Increase in net assets from operations	870,093	308,882	13,648	1,192,623

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 2,377,632	\$ -	\$ -	\$ 2,377,632
Net unrealized and realized gains on investments	789,496	24,173	-	813,669
Increase in fair value of beneficial interest in trusts held by others	-	-	239,436	239,436
Other nonoperating losses	(107,120)	-	-	(107,120)
Gain on sales and disposals of property, plant and equipment	<u>7,392</u>	<u>-</u>	<u>-</u>	<u>7,392</u>
	<u>3,067,400</u>	<u>24,173</u>	<u>239,436</u>	<u>3,331,009</u>
Increase in net assets before effects of discontinued operations	3,937,493	333,055	253,084	4,523,632
Loss from discontinued operations	<u>(1,107,544)</u>	<u>(6,368)</u>	<u>-</u>	<u>(1,113,912)</u>
Total increase in net assets	2,829,949	326,687	253,084	3,409,720
Net assets at beginning of year	<u>11,937,759</u>	<u>598,750</u>	<u>9,901,922</u>	<u>22,438,431</u>
Net assets at end of year	<u>\$14,767,708</u>	<u>\$ 925,437</u>	<u>\$10,155,006</u>	<u>\$25,848,151</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising	Total	2014	2013
Salaries and related expenses	\$377,333	\$ -	\$68,675,876	\$6,215,011	\$1,585,198	\$7,800,209	\$76,853,418	\$71,803,968
Professional fees	20,447	-	7,603,267	1,739,786	144,242	1,884,028	9,507,742	9,220,138
Supplies	5,348	-	2,573,547	70,007	29,342	99,349	2,678,244	2,701,644
Telephone	2,103	-	546,513	306,174	12,483	318,657	867,273	842,598
Postage and shipping	5,776	-	60,188	37,433	9,607	47,040	113,004	114,771
Occupancy	13,740	-	3,567,064	382,641	116,960	499,601	4,080,405	3,818,455
Outside printing, artwork and media	44,572	-	45,428	6,951	30,076	37,027	127,027	129,997
Travel	5,695	-	2,515,521	47,958	25,749	73,707	2,594,923	2,603,224
Conventions and meetings	36,240	29,065	208,482	57,207	39,580	96,787	370,574	391,528
Specific assistance to individuals	(1)	-	1,232,641	12,820	-	12,820	1,245,460	956,791
Dues and subscriptions	-	-	23,206	14,917	2,716	17,633	40,839	49,217
Minor equipment purchases and equipment rental	537	-	256,918	106,538	5,663	112,201	369,656	426,239
Ads, fees and miscellaneous	4,075	-	30,638	5,316	3,747	9,063	43,776	99,624
Interest	-	-	934,985	241,231	-	241,231	1,176,216	1,093,656
Facility tax assessment	-	-	182,791	-	-	-	182,791	311,041
Depreciation and amortization	127	-	1,530,069	175,580	1,576	177,156	1,707,352	1,589,173
	<u>\$515,992</u>	<u>\$29,065</u>	<u>\$89,987,134</u>	<u>\$9,419,570</u>	<u>\$2,006,939</u>	<u>\$11,426,509</u>	<u>\$101,958,700</u>	<u>\$96,152,064</u>
	0.51%	0.03%	88.26%	88.80%	1.96%	11.20%	100.00%	100.00%

(1) Excludes expenses related to deconsolidated affiliate and discontinued operations – see notes 12 and 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising	Total	
Salaries and related expenses	\$432,105	\$ -	\$64,016,840	\$6,141,709	\$1,213,314	\$ 7,355,023	\$71,803,968
Professional fees	24,682	-	7,352,186	1,605,708	237,562	1,843,270	9,220,138
Supplies	19,447	-	2,580,451	69,601	32,145	101,746	2,701,644
Telephone	3,233	-	525,614	301,010	12,741	313,751	842,598
Postage and shipping	4,968	-	52,626	49,897	7,280	57,177	114,771
Occupancy	18,838	-	3,194,945	495,234	109,438	604,672	3,818,455
Outside printing, artwork and media	30,470	-	46,206	9,565	43,756	53,321	129,997
Travel	13,155	-	2,521,678	35,696	32,695	68,391	2,603,224
Conventions and meetings	45,984	41,275	208,479	45,752	50,038	95,790	391,528
Specific assistance to individuals	-	-	944,796	11,995	-	11,995	956,791
Dues and subscriptions	1,318	-	21,710	16,128	10,061	26,189	49,217
Minor equipment purchases and equipment rental	4,592	-	266,270	152,783	2,594	155,377	426,239
Ads, fees and miscellaneous	10,104	-	73,694	13,423	2,403	15,826	99,624
Interest	-	-	856,315	237,341	-	237,341	1,093,656
Facility tax assessment	-	-	311,041	-	-	-	311,041
Depreciation and amortization	206	-	1,369,644	218,051	1,272	219,323	1,589,173
	<u>\$609,102</u>	<u>\$41,275</u>	<u>\$84,342,495</u>	<u>\$9,403,893</u>	<u>\$1,755,299</u>	<u>\$11,159,192</u>	<u>\$96,152,064</u>
	0.63%	0.04%	87.72%	9.78%	1.83%	11.61%	100.00%

⁽¹⁾ Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
(Decrease) increase in net assets	\$ (5,689,430)	\$ 3,409,720
Adjustments to reconcile (decrease) increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,771,703	1,807,843
Bad debt provision	265,007	774,569
Increase in fair value of beneficial interest in trusts held by others	(574,970)	(239,436)
Net loss (gain) on sales and disposals of property, plant and equipment and property held for sale and impairment losses	125,346	(283,942)
Change in fair value of interest rate swaps	594,855	(2,377,632)
Net unrealized and realized gains on investments	(1,534,950)	(813,669)
Deconsolidation of affiliate – see note 12	5,841,079	–
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(94,182)	194,509
Program and other accounts receivable	818,382	(2,677,707)
Contributions receivable	(20,090)	(194,381)
Prepaid expenses and other current assets	102,454	520,329
Other assets	81,516	(4,483)
Accounts payable and accrued expenses	304,390	(1,037,545)
Rate reserve	–	(435,008)
Deferred revenue	(61,478)	(478,150)
Other liabilities	<u>(380,273)</u>	<u>198,799</u>
Net cash provided (used) by operating activities	1,549,359	(1,636,184)
Cash flows from investing activities:		
Purchases of property, plant and equipment	(1,244,361)	(4,859,057)
Proceeds from sale of property, plant and equipment and property held for sale	15,225	531,189
Cash provided for deconsolidation of affiliate	(21,440)	–
(Increase) decrease in investments, net	1,709,413	(444,915)
Change in assets limited as to use	<u>265,625</u>	<u>375,304</u>
Net cash provided (used) by investing activities	724,462	(4,397,479)
Cash flows from financing activities:		
Repayment of long-term debt	(825,393)	(750,199)
Issuance of long-term debt	280,575	3,194,506
Repayments on lines of credit	(53,526,692)	(27,372,936)
Borrowings on lines of credit	<u>51,512,202</u>	<u>29,602,726</u>
Net cash (used) provided by financing activities	<u>(2,559,308)</u>	<u>4,674,097</u>
Decrease in cash and cash equivalents	(285,487)	(1,359,566)
Cash and cash equivalents, beginning of year	<u>3,042,621</u>	<u>4,402,187</u>
Cash and cash equivalents, end of year	<u>\$ 2,757,134</u>	<u>\$ 3,042,621</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>1,201,000</u>	\$ <u>1,119,000</u>

In 2014, Easter Seals NH transferred its sole member interest in a consolidated affiliate to an unrelated party (see note 12). During 2014 and 2013, Easter Seals NH transferred property with a net carrying value of \$607,088 and \$16,224, respectively, from fixed assets to property held for sale.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

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 New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; Easter Seals Connecticut, Inc. (Easter Seals CT); 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 May 22, 2013 the Board of Directors of Easter Seals New Hampshire, Inc. voted to dissolve and transfer the assets and liabilities of Special Transit Services, Inc. to Easter Seals New Hampshire, Inc.

On March 22, 2013, the Board of Directors of Easter Seals NY, voted to discontinue the Bronx Early Intervention program. On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary, and also voted to approve discontinuing the group home and special education programs in Rutland, Vermont. 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. See also note 13.

In May 2013, the Boards of Directors of Manchester Alcoholism Rehabilitation Center and Webster Place voted to merge the two organizations with Manchester Alcohol Rehabilitation Center being the surviving corporation, having found such merger to be in the best interest of both organizations. The effective date of the merger was September 1, 2013.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12.

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, New York, Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut.

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. Significant intercompany accounts and transactions have been eliminated in consolidation.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

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. Approximately \$2,483,000 and \$2,432,000, respectively, of cash and cash equivalents, and approximately \$2,512,000 and \$2,238,000, respectively, of investments were on-hand under this practice as of August 31, 2014 and 2013, respectively.

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 nonoperating 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 Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts 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 nonoperating 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.

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 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on certain property held for sale in 2014 of \$139,698, which is recorded in other nonoperating losses.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

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, 2014 and 2013 consist of a patient list obtained in the acquisition of Webster Place.

Expected amortization of intangible assets through the end of their useful lives is as follows:

2015	\$ 33,130
2016	33,130
2017	33,130
2018	33,130
2019	33,130
Thereafter	<u>66,263</u>
	<u>\$231,913</u>

Amortization expense recognized for the patient list in 2014 and 2013 totaled \$33,130.

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 believes that no long-lived assets were impaired at August 31, 2014 and 2013.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2014 and 2013 was \$9,638.

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. Easter Seals NY recognized additional revenue of approximately \$7,654 in 2014 and \$1,046,000 in 2013 due to favorable rate adjustments approved by the State of New York.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2014 and 2013. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2014 and 2013, the facility tax assessment due was approximately \$136,000 and \$138,000, respectively, and is recorded in deferred revenue in the accompanying statements of financial position.

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 collectibility 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 2014 and 2013 totaled \$265,007 and \$774,569, respectively.

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 \$6,802,000 and \$7,373,000 for the years ended August 31, 2014 and 2013, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

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.

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. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2011.

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.

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 agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2014 and 2013, Easter Seals NH had recognized a liability of \$3,329,813 and \$2,758,346, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an decrease in net assets of \$571,467 (\$23,387 of which is included in deconsolidation of affiliate as an increase in net assets) for the year ending August 31, 2014, and an increase in net assets of \$2,377,632 for the year ending August 31, 2013 related to swap agreements.

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 (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

2. Summary of Significant Accounting Policies (Continued)

Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the 2014 presentation.

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 5, 2014, 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2014 and 2013 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2014</u>			
Camping program	\$ 3,072	\$ 364,869	\$ 367,941
Other programs	33,332	353,019	386,351
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>
<u>2013</u>			
Camping program	\$ 1,918	\$ 363,869	\$ 365,787
Other programs	18,913	340,203	359,116
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$20,831</u>	<u>\$4,317,279</u>	<u>\$4,338,110</u>

Changes in Endowment Net Assets

During the years ended August 31, 2014 and 2013, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2012	\$ 16,043	\$4,303,631	\$4,319,674
Investment return:			
Investment income, net of fees	18,777	—	18,777
Net appreciation (realized and unrealized)	563,208	—	563,208
Contributions	—	13,648	13,648
Appropriated for expenditure	<u>(577,197)</u>	<u>—</u>	<u>(577,197)</u>
Net endowment assets, August 31, 2013	20,831	4,317,279	4,338,110
Investment return:			
Investment income, net of fees	22,617	—	22,617
Net appreciation (realized and unrealized)	970,963	—	970,963
Contributions	—	13,816	13,816
Appropriated for expenditure	<u>(978,007)</u>	<u>—</u>	<u>(978,007)</u>
Net endowment assets, August 31, 2014	<u>\$ 36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

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, 2014 and 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted (See Note 11)</u>	<u>Total Non- Endowment Net Assets</u>
<u>2014</u>				
Seniors program	\$ —	\$ 23,866	\$ —	\$ 23,866
Veterans program	263,880	9,702	—	273,582
India initiative	104,600	668,198	—	772,798
Other programs	—	174,192	—	174,192
Operations	<u>13,820,857</u>	<u>32,500</u>	<u>693,427</u>	<u>14,546,784</u>
Total non-endowment net assets	<u>\$14,189,337</u>	<u>\$908,458</u>	<u>\$ 693,427</u>	<u>\$15,791,222</u>
<u>2013</u>				
Seniors program	\$ 88,902	\$ 11,729	\$ —	\$ 100,631
Veterans program	—	517,035	—	517,035
India initiative	—	57,881	—	57,881
Other programs	—	285,461	—	285,461
Operations	<u>14,678,806</u>	<u>32,500</u>	<u>5,837,727</u>	<u>20,549,033</u>
Total non-endowment net assets	<u>\$14,767,708</u>	<u>\$904,606</u>	<u>\$5,837,727</u>	<u>\$21,510,041</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, 2014 or 2013.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

3. Classification of Net Assets (Continued)

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.

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. Leases

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 \$2,420,000 and \$2,168,000 for the years ended August 31, 2014 and 2013, 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, 2014, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2015	\$2,018,870
2016	1,486,328
2017	1,044,716
2018	385,129
2019	221,698
Thereafter	31,240

Easter Seals NY leases certain facilities for school operations from unrelated parties at lease terms that are either below fair market value, or that are almost entirely rent-free. Under accounting principles generally accepted in the United States of America, lease agreements must be evaluated based upon their economic substance rather than legal form, and a lease subsidy would be recorded as both contribution and rental expense. However, Easter Seals NH has determined that such amounts would not be material to the accompanying consolidated financial statements.

Easter Seals NY subleases certain office space located at 11 West 42nd Street in New York to an unrelated party. The sublease agreement expires in February 2014. Total rental income earned under this sublease agreement for the years ended August 31, 2014 and 2013 was approximately \$65,000 and \$144,000, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

5. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2014</u>	<u>2013</u>
Buildings	\$ 27,225,674	\$ 33,015,085
Land and land improvements	2,696,051	3,494,009
Leasehold improvements	997,631	952,100
Office equipment and furniture	9,679,631	9,917,122
Vehicles	3,250,383	3,225,015
Construction in progress	<u>296,043</u>	<u>216,678</u>
	44,145,413	50,820,009
Less accumulated depreciation and amortization	<u>(19,051,030)</u>	<u>(22,753,125)</u>
	<u>\$ 25,094,383</u>	<u>\$ 28,066,884</u>

Depreciation and amortization expense related to fixed assets totaled \$1,728,935 and \$1,765,075 in 2014 and 2013, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2014 and 2013 totaled \$64,351 and \$218,670, 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, 2014 and 2013.

6. Investments and Assets Limited as to Use

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

	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 523,616	\$ 3,513,266
Certificates of deposit	—	554,282
Marketable equity securities	1,883,153	2,770,110
Mutual funds	11,634,793	10,992,033
Corporate and foreign bonds	711,063	903,497
Government and agency securities	<u>366,744</u>	<u>631,627</u>
	15,119,369	19,364,815
Less: assets limited as to use	<u>(1,286,323)</u>	<u>(5,100,474)</u>
Total investments, at fair value	<u>\$13,833,046</u>	<u>\$14,264,341</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

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

The composition of assets limited as to use at August 31, 2014 and 2013 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>2014</u>	<u>2013</u>
Under an agreement with the State of Connecticut, which provides that the funds be utilized for certain allowable program expenditures:		
Cash and cash equivalents	\$ —	\$2,310,566
Certificates of deposit	—	554,282
Mutual funds	—	428,148
Marketable equity securities	<u>—</u>	<u>151,573</u>
	—	3,444,569
Under a deferred compensation plan (see note 7):		
Investments	986,277	1,367,127
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	<u>300,046</u>	<u>288,778</u>
Total assets limited as to use	<u>\$1,286,323</u>	<u>\$5,100,474</u>

The principal components of investment income and net realized and unrealized gains included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

	<u>2014</u>	<u>2013</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 742,337	\$ 681,151
Net unrealized gains	668,363	231,743
Net realized gains	<u>828,601</u>	<u>557,753</u>
	2,239,301	1,470,647
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	3,613	1,141
Net unrealized gains	20,109	7,631
Net realized gains	<u>17,877</u>	<u>16,542</u>
	<u>41,599</u>	<u>25,314</u>
	<u>\$2,280,900</u>	<u>\$1,495,961</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

7. 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. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$673,000 and \$474,000 for the years ended August 31, 2014 and 2013, respectively.

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 \$128,000 and \$130,000 to this plan during the years ended August 31, 2014 and 2013, respectively. The assets and liabilities associated with this plan were \$986,277 and \$1,367,127 at August 31, 2014 and 2013, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

	<u>2014</u>	<u>2013</u>
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.06% at August 31, 2014) through December 2034, annual principal payments continually increasing from \$400,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below)	\$14,275,000	\$14,660,000
Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, interest only payments due through December 2011, after which monthly principal and interest payments ranging from \$10,050 to \$21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (1.91% at August 31, 2014)	4,929,360	5,052,360
Mortgage payable to a bank with a variable rate of LIBOR plus 2.65%, principal of \$9,500 plus interest payable monthly, with a final payment of \$2,299,000 due March 2015, secured by all business assets and property of Easter Seals CT, excluding certain assets limited as to use (see deconsolidation of affiliate – note 12).	–	2,470,000

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. Borrowings (Continued)

	<u>2014</u>	<u>2013</u>
Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07% (4.23% at August 31, 2014), interest only payments through June 2014, after which monthly principal and interest payments are required through the maturity in June 2015, secured by an interest in certain property with a net book value of \$3,888,720 at August 31, 2014	\$ 3,482,580	\$ 3,500,000
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$985 payable monthly through April 2018, secured by vehicles	41,386	52,008
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$525 payable monthly through September 2018, secured by vehicles	24,449	-
Note payable to a bank with a fixed rate of 3.66%, principal and interest of \$3,177 payable monthly, due August 2015, secured by vehicles	37,353	73,357
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016	197,002	307,232
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$2,923 payable monthly through September 2018, secured by vehicles	136,074	-
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$546 payable monthly through January 2019, secured by vehicles	27,394	-
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$195 payable monthly through March 2019, secured by vehicles	10,137	-
Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$608 payable monthly through July 2019, secured by vehicles	33,925	-
Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$166 payable monthly through August 2019, secured by vehicles	<u>9,979</u>	<u>-</u>
	23,204,639	26,114,957
Less current portion	<u>4,228,339</u>	<u>796,290</u>
	<u>\$18,976,300</u>	<u>\$25,318,667</u>

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

2015	\$ 4,228,339
2016	698,294
2017	642,760
2018	669,263
2019	643,064
Thereafter	<u>16,322,919</u>
	<u>\$23,204,639</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. Borrowings (Continued)

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 and 2013 were converted to various term notes secured by vehicles, as described above.

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 through June 2017. 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 two notes payable of \$33,925 and \$9,979 at August 31, 2014 that originated under this agreement. Availability under this agreement at August 31, 2014 is approximately \$456,000.

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in May 2013: Easter Seals NH \$3.725 million, Easter Seals NY \$3 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.41% at August 31, 2014). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2014 and 2013 were \$262,356 and \$262,356, respectively, related to Harbor Schools, \$1,935,548 and \$1,599,505, respectively, related to Easter Seals NY and \$0 and \$1,425,875, respectively, related to Easter Seals NH.

Easter Seals CT had a demand revolving line of credit with a bank with available borrowings up to \$1 million. The interest rate charged on outstanding borrowings was at LIBOR plus 2.25%. The line was secured by all business assets and property of Easter Seals CT, except for certain assets limited as to use (\$3,444,569 carrying value as of August 31, 2013). Additionally, this line was guaranteed by Easter Seals NH. The agreement also limited Easter Seals CT's ability to incur additional indebtedness in excess of \$1,000,000 related to real estate, and was cross collateralized with all Easter Seals NH borrowings at this bank. Amounts outstanding under this revolving line of credit agreement at August 31, 2013 were \$924,658 (see deconsolidation of affiliate – note 12).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. Borrowings (Continued)

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$300,046 and \$288,778 at August 31, 2014 and 2013, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$14,450,993 each (expiring and subject to renewal on March 15, 2015, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$14,450,993 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$183,000 and \$157,000 in 2014 and 2013, respectively.

Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036.

Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$14,275,000 and \$14,660,000 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.06% at August 31, 2014).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 and \$5,052,360 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

8. Borrowings (Continued)

On December 27, 2010, Easter Seals CT entered into an interest rate swap agreement in connection with an outstanding mortgage payable of \$2,470,000 at August 31, 2013. The original notional amount of \$1,800,000 reduces ratably in conjunction with repayment of the note payable. The swap agreement effectively changed the variable rate to a fixed rate of 2.72% for the notional amounts outstanding, which is approximately 65% of the related mortgage payable (see deconsolidation of affiliate – note 12).

The fair value of the above interest rate swap agreements totaled \$3,329,813 and \$2,758,346 at August 31, 2014 and 2013, respectively, \$615,570 and \$708,132 of which was current at August 31, 2014 and 2013, respectively. During the years ended August 31, 2014 and 2013 net payments required by the agreements totaled \$674,448 and \$692,269, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 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, 2014, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds, Series 2010 Bonds, and other debt obligations.

9. 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.

10. Related Party Transactions

Approximately 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for both years ended August 31, 2014 and 2013. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014 and 2013, Easter Seals NH had a receivable of \$334,352 and \$247,471, respectively, from Easter Seals, Inc. related to amounts due under this grant. Easter Seals NH also has an amount due from Easter Seals CT of \$7,301 at August 31, 2014 (see also note 12). Membership fees to Easter Seals, Inc. were \$122,586 and \$121,780 for the years ended August 31, 2014 and 2013, respectively and are reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. 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 trusts, investments and the interest rate swaps, 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, 2014 and 2013.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds and government and agency securities that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain other mutual funds 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. Investments in certificates of deposit are at cost plus accrued interest, which is estimated to approximate fair value and are included in Level 2.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

Beneficial Interest in Trusts Held by Others

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds 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. Investments in alternative and other asset funds are 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, and are reflected as Level 3. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

Interest Rate Swap Agreements

The fair value for the interest rate swap liabilities 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, 2014 and 2013, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2014</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 523,616	\$ —	\$ —	\$ 523,616
Marketable equity securities:				
Large-cap	1,238,248	—	—	1,238,248
International	644,905	—	—	644,905
Mutual funds, open-ended:				
Short-term fixed income	3,562,348	—	—	3,562,348
Intermediate-term bond fund	824,376	—	—	824,376
High yield bond fund	264,363	—	—	264,363
Foreign bond	14,168	—	—	14,168
Government securities	752,030	—	—	752,030
International equities	784,490	—	—	784,490
Domestic, large-cap	1,500,128	—	—	1,500,128
Domestic, mid-cap	147,920	—	—	147,920
Domestic, small-cap	3,480	—	—	3,480
Domestic, Multi Alt	112,233	—	—	112,233
Real estate fund	128,303	—	—	128,303

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds, closed-ended:				
Domestic, large-cap	\$ 2,510,846	\$ -	\$ -	\$ 2,510,846
Domestic, mid-cap	508,556	-	-	508,556
Domestic, small-cap	193,682	-	-	193,682
International equity	326,879	-	-	326,879
Commodity	991	-	-	991
Corporate and foreign bonds	-	711,063	-	711,063
Government and agency securities	<u>366,744</u>	<u>-</u>	<u>-</u>	<u>366,744</u>
	<u>\$14,408,306</u>	<u>\$ 711,063</u>	<u>\$ -</u>	<u>\$15,119,369</u>
 Beneficial interest in trust held by others:				
Money market funds	\$ 16,172	\$ -	\$ -	\$ 16,172
Marketable equity securities:				
Large-cap	225,799	57,705	-	283,504
Small-cap	-	33,685	-	33,685
International	-	72,307	-	72,307
Emerging markets	46,695	-	-	46,695
Mutual funds:				
Domestic fixed income	-	133,076	-	133,076
International fixed income	30,821	-	-	30,821
Commodity	42,050	-	-	42,050
Real estate investment trust	<u>35,117</u>	<u>-</u>	<u>-</u>	<u>35,117</u>
	<u>\$ 396,654</u>	<u>\$ 296,773</u>	<u>\$ -</u>	<u>\$ 693,427</u>
 Liabilities:				
Interest rate swap agreements	<u>\$ -</u>	<u>\$ -</u>	<u>\$3,329,813</u>	<u>\$ 3,329,813</u>

2013

Assets:

Assets limited as to use and investments
at fair value:

Cash and cash equivalents	\$ 3,513,266	\$ -	\$ -	\$ 3,513,266
Certificates of deposit	-	554,282	-	554,282
Marketable equity securities:				
Large-cap	2,550,313	-	-	2,550,313
International	219,797	-	-	219,797
Mutual funds, open-ended:				
Short-term fixed income	3,304,368	-	-	3,304,368
Intermediate-term bond fund	543,938	-	-	543,938
High yield bond fund	274,582	-	-	274,582
Foreign bond	210,342	-	-	210,342
Government securities	511,971	-	-	511,971
International equities	693,837	-	-	693,837

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Domestic, large-cap	\$ 816,851	\$ —	\$ —	\$ 816,851
Domestic, mid-cap	369,532	—	—	369,532
Domestic, small-cap	237,828	—	—	237,828
Real estate fund	3,868	—	—	3,868
Mutual funds, closed-ended:				
Fixed income and bond	427,663	—	—	427,663
Domestic, large-cap	2,002,955	—	—	2,002,955
Domestic, mid-cap	493,556	—	—	493,556
Domestic, small-cap	913,054	—	—	913,054
International equity	173,305	—	—	173,305
Commodity	14,383	—	—	14,383
Corporate and foreign bonds	—	903,497	—	903,497
Government and agency securities	<u>631,627</u>	<u>—</u>	<u>—</u>	<u>631,627</u>
	<u>\$17,907,036</u>	<u>\$1,457,779</u>	<u>\$ —</u>	<u>\$19,364,815</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 4,555	\$ —	\$ —	\$ 4,555
Marketable equity securities:				
Large-cap	2,544,889	148,594	—	2,693,483
Mid-cap	809,286	45,600	—	854,886
Small-cap	—	33,110	—	33,110
International	319,796	40,369	—	360,165
Emerging markets	118,842	—	—	118,842
Corporate bonds	—	709,131	—	709,131
Foreign bonds	—	6,029	—	6,029
Mutual funds:				
Domestic fixed income	—	654,361	—	654,361
International equity	34,664	—	—	34,664
International fixed income	19,931	—	—	19,931
Domestic large-cap equity	67,476	—	—	67,476
Domestic mid-cap equity	16,984	—	—	16,984
Domestic small-cap equity	20,565	—	—	20,565
Commodity	5,465	—	—	5,465
Government and agency securities	20,202	—	—	20,202
Real estate investment trust	95,123	—	—	95,123
Alternative and structured asset funds	<u>33,921</u>	<u>—</u>	<u>88,834</u>	<u>122,755</u>
	<u>\$ 4,111,699</u>	<u>\$1,637,194</u>	<u>\$ 88,834</u>	<u>\$ 5,837,727</u>
Liabilities:				
Interest rate swap agreements	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,758,346</u>	<u>\$ 2,758,346</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 assets and liabilities for the years ended August 31, 2014 and 2013:

	Interest Rate Swaps	Alternative and Other Asset Funds
Beginning balance, August 31, 2012	\$(5,135,978)	\$ 78,614
Unrealized gains, net	<u>2,377,632</u>	<u>10,220</u>
Ending balance, August 31, 2013	(2,758,346)	88,834
Unrealized loss, net	(594,854)	-
Deconsolidation of affiliate – see note 12	<u>23,387</u>	<u>(88,834)</u>
Ending balance, August 31, 2014	<u><u>\$(3,329,813)</u></u>	<u><u>\$ -</u></u>

Excluding the impact of the deconsolidation of an affiliate (see note 12), the net amounts of unrealized gains (losses) for the period attributable to the change in unrealized gains (losses) relating to the interest rate swaps still held at August 31, 2014 and 2013 were \$(594,854) and \$2,377,632, respectively. The amount of unrealized gains for the period attributable to the change in unrealized gains relating to the Level 3 investments still held at August 31, 2014 and 2013 were \$0 and \$10,220, respectively.

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.

12. Deconsolidation of Related Entity

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of \$5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014 and the year ended August 31, 2013.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals CT for the period ended July 31, 2014 and year ended August 31, 2013 follow:

	July 31, 2014 <u>(Unaudited)</u>	August 31, 2013 <u> </u>
Assets:		
Cash and cash equivalents	\$ 21,440	\$ 270,732
Program and other accounts receivable, net	18,572	283,994
Assets limited as to use	3,548,526	3,444,569
Investments, at fair value	256,832	1,699,874
Beneficial interest in trust held by others	5,719,267	5,207,585
Fixed assets	1,879,966	1,919,988
Other assets	<u>24,828</u>	<u>108,708</u>
Total assets	11,469,431	12,935,450
Liabilities and net assets:		
Line of credit	—	(924,658)
Deferred revenue	(3,138,717)	(3,456,204)
Long-term debt	(2,365,500)	(2,470,000)
Other liabilities	<u>(124,135)</u>	<u>(731,465)</u>
Total liabilities	<u>(5,628,352)</u>	<u>(7,582,327)</u>
Total net assets	<u>\$ 5,841,079</u>	<u>\$ 5,353,123</u>

	11-Month Period Ended <u>July 31, 2014</u>	Year Ended <u>August 31, 2013</u>
Total public support and revenue	\$1,027,556	\$ 1,298,832
Total operating expenses	(856,861)	(1,048,542)
Other nonoperating expenses, gains and losses	<u>778,724</u>	<u>361,524</u>
Increase in net assets before discontinued operations	<u>\$ 949,419</u>	<u>\$ 611,814</u>

Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 and year ended August 31, 2013 were \$454,230 and \$657,561, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

13. 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 New Hampshire, Inc. voted to approve discontinuing the group home and special education programs in Rutland, Vermont.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- 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.

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, 2014 and 2013 are as follows:

	<u>Vermont</u>		<u>Harbor Schools</u>		<u>New York</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total assets	\$ -	\$ -	\$878,144	\$ 872,744	\$ 32,929	\$51,896
Total liabilities	-	1,197	648,892	595,053	44,511	9,289
Net assets (deficit):						
Unrestricted	-	(1,197)	180,556	230,951	(11,582)	42,607
Temporarily restricted	-	-	24,870	22,914	-	-
Permanently restricted	-	-	23,826	23,826	-	-

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

13. Discontinued Operations (Continued)

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total assets	\$ 825	\$ 1,888	\$ -	\$ 2,119,068	\$ 800,810	\$ -
Total liabilities	-	38	-	2,470,000	31,783	29,592
Net assets (deficit):						
Unrestricted	825	1,850	-	(350,932)	769,027	(29,592)

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2014 and 2013 are as follows:

	<u>Vermont</u>		<u>Harbor Schools</u>		<u>New York</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total public support and revenue	\$ -	\$ -	\$ 22,127	\$ 12,907	\$ -	\$ 320,825
Operating expenses	-	(20,310)	(70,891)	(329,961)	(192,456)	(628,465)
Other nonoperating expense, gains or losses	-	-	830	(1,469)	-	-
Gain on sale of properties, net	-	-	-	291,788	-	-
Total decrease in net assets	\$ -	\$ (20,310)	\$ (47,934)	\$ (26,735)	\$ (192,456)	\$ (307,640)

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total public support and revenue	\$ 4,667	\$ 210,588	\$ 57,166	\$ 774,143	\$ 1,276,909	\$ 1,996,997
Operating expenses	(42,262)	(324,009)	(511,596)	(1,431,704)	(2,018,853)	(1,970,004)
Gain (loss) on sale of properties, net	-	325	200	-	-	(15,563)
Total increase (decrease) in net assets	\$ (37,595)	\$ (113,096)	\$ (454,230)	\$ (657,561)	\$ (741,944)	\$ 11,430

During 2013 Easter Seals NH sold two properties related to the closure of certain programs, which resulted in net gains on the sales of property of \$276,550.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

14. 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" as of August 31, 2014.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2014

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current assets:									
Cash and cash equivalents	\$ 1,887,115	\$ 600	\$ 10,132	\$ 500	\$ -	\$ -	\$ 858,787	\$ -	\$ 2,757,134
Accounts receivable from affiliates	6,110,436	911,119	-	-	-	-	334,353	(7,014,255)	341,653
Program and other accounts receivable, net	6,565,059	763,220	164,545	160,355	3,500	-	2,466,068	-	10,122,747
Contributions receivable, net	492,586	-	1,843	21,534	-	-	189,411	-	705,374
Current portion of assets limited as to use	300,046	-	-	-	-	-	-	-	300,046
Prepaid expenses and other current assets	<u>352,244</u>	<u>1,475</u>	<u>36,840</u>	<u>7,722</u>	<u>-</u>	<u>-</u>	<u>280,045</u>	<u>-</u>	<u>678,326</u>
Total current assets	15,707,486	1,676,414	213,360	190,111	3,500	-	4,128,664	(7,014,255)	14,905,280
Assets limited as to use, net of current portion	986,277	-	-	-	-	-	-	-	986,277
Fixed assets, net	19,655,095	31,222	24,514	22,222	-	-	5,361,330	-	25,094,383
Property held for sale	463,947	-	-	-	825,947	-	-	-	1,289,894
Bond issuance costs, net	62,218	-	-	-	-	-	172,895	-	235,113
Investments, at fair value	12,883,509	-	-	-	48,697	-	900,840	-	13,833,046
Beneficial interest in trusts held by others and other assets	<u>898,413</u>	<u>-</u>	<u>-</u>	<u>38,768</u>	<u>-</u>	<u>-</u>	<u>613,738</u>	<u>-</u>	<u>1,550,919</u>
	<u>\$50,656,945</u>	<u>\$1,707,636</u>	<u>\$ 237,874</u>	<u>\$ 251,101</u>	<u>\$ 878,144</u>	<u>\$ -</u>	<u>\$11,177,467</u>	<u>\$ (7,014,255)</u>	<u>\$57,894,912</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2013

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current assets:									
Cash and cash equivalents	\$ 1,884,939	\$ 500	\$ 300	\$ 500	\$ -	\$ 270,732	\$ 885,650	\$ -	\$ 3,042,621
Accounts receivable from affiliates	8,588,060	983,077	-	-	-	-	247,471	(9,571,137)	247,471
Program and other accounts receivable, net	6,375,827	627,330	541,354	160,914	3,500	283,994	3,231,789	-	11,224,708
Contributions receivable, net	343,482	-	1,725	20,175	-	28,350	292,378	-	686,110
Current portion of assets limited as to use	288,778	-	-	-	-	253,183	-	-	541,961
Prepaid expenses and other current assets	<u>426,695</u>	<u>4,950</u>	<u>37,302</u>	<u>9,276</u>	<u>-</u>	<u>80,358</u>	<u>225,263</u>	<u>-</u>	<u>783,844</u>
Total current assets	17,907,781	1,615,857	580,681	190,865	3,500	916,617	4,882,551	(9,571,137)	16,526,715
Assets limited as to use, net of current portion	1,367,127	-	-	-	-	3,191,386	-	-	4,558,513
Fixed assets, net	20,574,542	1,994	29,777	20,130	-	1,919,988	5,520,453	-	28,066,884
Property held for sale	-	-	-	-	822,504	-	-	-	822,504
Bond issuance costs, net	65,290	-	-	-	-	-	179,461	-	244,751
Investments, at fair value	11,646,528	-	-	-	46,740	1,699,874	871,199	-	14,264,341
Beneficial interest in trusts held by others and other assets	<u>969,247</u>	<u>-</u>	<u>-</u>	<u>35,917</u>	<u>-</u>	<u>5,207,585</u>	<u>618,051</u>	<u>-</u>	<u>6,830,800</u>
	<u>\$52,530,515</u>	<u>\$1,617,851</u>	<u>\$ 610,458</u>	<u>\$ 246,912</u>	<u>\$ 872,744</u>	<u>\$12,935,450</u>	<u>\$12,071,715</u>	<u>\$ (9,571,137)</u>	<u>\$71,314,508</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current liabilities:									
Lines of credit	\$ 1,425,875	\$ -	\$ -	\$ -	\$ 262,356	\$ 924,658	\$ 1,599,505	\$ -	\$ 4,212,394
Accounts payable	1,259,499	8,467	1,492	3,458	907	65,152	473,153	-	1,812,128
Accrued expenses	3,058,850	7,722	28,013	6,617	29,988	115,836	896,428	-	4,143,454
Accounts payable to affiliates	4,654,485	-	2,790,841	58,729	296,552	493,735	1,276,795	(9,571,137)	-
Current portion of deferred revenue	342,165	12,095	55,123	-	5,250	264,818	160,116	-	839,567
Current portion of interest rate swap agreements	525,435	-	-	-	-	39,267	143,430	-	708,132
Current portion of long-term debt	523,287	-	-	-	-	114,000	159,003	-	796,290
Total current liabilities	11,789,596	28,284	2,875,469	68,804	595,053	2,017,466	4,708,430	(9,571,137)	12,511,965
Deferred revenue, net of current portion	1,026,667	-	-	-	-	3,191,386	-	-	4,218,053
Other liabilities	1,367,458	-	-	-	-	-	-	-	1,367,458
Interest rate swap agreements, less current portion	1,699,286	-	-	-	-	17,475	333,453	-	2,050,214
Long-term debt, less current portion	17,995,953	-	-	-	-	2,356,000	4,966,714	-	25,318,667
Total liabilities	33,878,960	28,284	2,875,469	68,804	595,053	7,582,327	10,008,597	(9,571,137)	45,466,357
Net assets (deficit):									
Unrestricted	13,547,926	1,589,568	(2,279,862)	140,709	230,951	145,539	1,392,877	-	14,767,708
Temporarily restricted	734,001	(1)	14,851	1,482	22,914	-	152,190	-	925,437
Permanently restricted	4,369,628	-	-	35,917	23,826	5,207,584	518,051	-	10,155,006
Total net assets (deficit)	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	-	25,848,151
	\$52,530,515	\$1,617,851	\$ 610,458	\$ 246,912	\$ 872,744	\$12,935,450	\$12,071,715	\$ (9,571,137)	\$71,314,508

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Public support and revenue:									
Public support:									
Contributions	\$ 660,025	\$ 783	\$ 188,715	\$ 35,175	\$ -	\$ 5,902	\$ 409,654	\$ -	\$ 1,300,254
Special events, net	990,162	2,390	16,735	132,955	-	12,446	661,287	-	1,815,975
Annual campaigns, net	398,950	10,731	19,340	48,824	-	24,005	-	-	501,850
Bequests	<u>220,764</u>	-	-	<u>1,710</u>	-	<u>8,129</u>	<u>217,955</u>	-	<u>448,558</u>
Total public support	2,269,901	13,904	224,790	218,664	-	50,482	1,288,896	-	4,066,637
Revenue:									
Fees and grants from governmental agencies	37,890,398	3,257,409	2,142,632	1,114,188	-	248,623	23,072,047	-	67,725,297
Other fees and grants	19,739,085	669,021	37,471	61,137	-	9,862	4,577,720	-	25,094,296
Sales to public	4,270,196	-	-	-	-	-	-	-	4,270,196
Dividend and interest income	339,121	-	-	1,472	-	373,818	56,794	(25,255)	745,950
Rental income	1,032	-	-	-	-	-	64,746	(574)	65,204
Intercompany revenue	2,317,520	-	-	-	-	-	66,035	(2,383,555)	-
Other	<u>133,957</u>	<u>285</u>	<u>172</u>	<u>5,341</u>	-	<u>344,771</u>	<u>4,112</u>	<u>(29,450)</u>	<u>459,188</u>
Total revenue	<u>64,691,309</u>	<u>3,926,715</u>	<u>2,180,275</u>	<u>1,182,138</u>	-	<u>977,074</u>	<u>27,841,454</u>	<u>(2,438,834)</u>	<u>98,360,131</u>
Total public support and revenue	66,961,210	3,940,619	2,405,065	1,400,802	-	1,027,556	29,130,350	(2,438,834)	102,426,768
Operating expenses:									
Program services:									
Public health education	258,038	245	74	3,551	-	386	253,698	-	515,992
Professional education	29,065	-	-	-	-	-	-	-	29,065
Direct services	<u>56,578,002</u>	<u>3,518,763</u>	<u>2,156,028</u>	<u>1,164,880</u>	-	<u>576,844</u>	<u>26,023,617</u>	<u>(31,000)</u>	<u>89,987,134</u>
Total program services	56,865,105	3,519,008	2,156,102	1,168,431	-	577,230	26,277,315	(31,000)	90,532,191

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general Fundraising	\$ 8,240,795 862,957	\$ 344,097 319	\$ 220,095 90,098	\$ 130,416 141,535	\$ -	\$ 147,814 129,258	\$ 2,722,667 796,555	\$ (2,386,314) (13,783)	\$ 9,419,570 2,006,939
Total supporting services	9,103,752	344,416	310,193	271,951	-	277,072	3,519,222	(2,400,097)	11,426,509
Total functional expenses	65,968,857	3,863,424	2,466,295	1,440,382	-	854,302	29,796,537	(2,431,097)	101,958,700
Support of National programs	25,797	-	606	2,110	-	2,559	91,514	-	122,586
Total operating expenses	65,994,654	3,863,424	2,466,901	1,442,492	-	856,861	29,888,051	(2,431,097)	102,081,286
Increase (decrease) in net assets from operations	966,556	77,195	(61,836)	(41,690)	-	170,695	(757,701)	(7,737)	345,482
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(444,658)	-	-	-	-	33,354	(183,550)	-	(594,854)
Net realized and unrealized gains (losses) on investments	1,303,266	-	-	-	-	235,704	(4,020)	-	1,534,950
Increase in fair value of beneficial interest in trusts held by others	14,750	-	-	2,851	-	511,682	45,687	-	574,970
Gain (loss) on sales and disposals of property, plant and equipment	16,368	-	-	-	-	(2,016)	-	-	14,352
Other nonoperating expenses	(249,092)	-	-	-	-	-	-	-	(249,092)
Deconsolidation of affiliate	640,634	-	-	2,851	-	778,724	(141,883)	-	1,280,326
	-	-	-	-	-	(5,841,079)	-	-	(5,841,079)
Increase (decrease) in net assets before effects of discontinued operations	1,607,190	77,195	(61,836)	(38,839)	-	(4,891,660)	(899,584)	(7,737)	(4,215,271)
Loss from discontinued operations	(741,943)	-	(37,595)	-	(48,439)	(461,463)	(192,456)	7,737	(1,474,159)
Total increase (decrease) in net assets	865,247	77,195	(99,431)	(38,839)	(48,439)	(5,353,123)	(1,092,040)	-	(5,689,430)
Net assets (deficit) at beginning of year	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	-	25,848,151
Net assets (deficit) at end of year	\$ 19,516,802	\$ 1,666,762	\$ (2,364,442)	\$ 139,269	\$ 229,252	\$ -	\$ 971,078	\$ -	\$ 20,158,721

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Public support and revenue:									
Public support:									
Contributions	\$ 1,982,061	\$ 569	\$ 20,216	\$ 34,016	\$ -	\$ 43,732	\$ 416,983	\$ -	\$ 2,497,577
Special events, net	323,059	176	57,225	106,647	-	35,291	466,125	-	988,523
Annual campaigns, net	379,744	15,804	12,321	32,663	-	2,702	-	-	443,234
Bequests	<u>108,362</u>	<u>-</u>	<u>79,247</u>	<u>1,710</u>	<u>-</u>	<u>20,270</u>	<u>160,234</u>	<u>-</u>	<u>369,823</u>
Total public support	2,793,226	16,549	169,009	175,036	-	101,995	1,043,342	-	4,299,157
Revenue:									
Fees and grants from governmental agencies	34,749,892	2,855,468	1,328,332	1,077,769	-	346,649	23,270,093	-	63,628,203
Other fees and grants	19,378,555	727,962	30,673	64,890	-	16,554	3,794,589	-	24,013,223
Sales to public	4,019,558	-	-	-	-	-	-	-	4,019,558
Dividend and interest income	353,638	-	-	1,431	-	305,749	52,749	(31,275)	682,292
Rental income	1,240	-	-	-	-	-	143,531	-	144,771
Intercompany revenue	1,966,264	-	-	-	-	-	54,004	(2,020,268)	-
Other	<u>95,342</u>	<u>9,294</u>	<u>16</u>	<u>5,600</u>	<u>-</u>	<u>527,885</u>	<u>41,126</u>	<u>-</u>	<u>679,263</u>
Total revenue	<u>60,564,489</u>	<u>3,592,724</u>	<u>1,359,021</u>	<u>1,149,690</u>	<u>-</u>	<u>1,196,837</u>	<u>27,356,092</u>	<u>(2,051,543)</u>	<u>93,167,310</u>
Total public support and revenue	63,357,715	3,609,273	1,528,030	1,324,726	-	1,298,832	28,399,434	(2,051,543)	97,466,467
Operating expenses:									
Program services:									
Public health education	257,956	885	87	3,746	-	241	346,187	-	609,102
Professional education	41,275	-	-	-	-	-	-	-	41,275
Direct services	<u>54,105,838</u>	<u>3,177,319</u>	<u>1,235,816</u>	<u>1,073,809</u>	<u>-</u>	<u>810,933</u>	<u>24,086,980</u>	<u>(148,200)</u>	<u>84,342,495</u>
Total program services	54,405,069	3,178,204	1,235,903	1,077,555	-	811,174	24,433,167	(148,200)	84,992,872

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general	\$ 7,892,260	\$ 329,705	\$ 154,349	\$ 121,246	\$ -	\$ 75,977	\$ 2,686,098	\$ (1,855,742)	\$ 9,403,893
Fundraising	958,211	2,124	36,353	116,201	-	156,362	533,649	(47,601)	1,755,299
Total supporting services	8,850,471	331,829	190,702	237,447	-	232,339	3,219,747	(1,903,343)	11,159,192
Total functional expenses	63,255,540	3,510,033	1,426,605	1,315,002	-	1,043,513	27,652,914	(2,051,543)	96,152,064
Support of National programs	25,325	-	595	5,435	-	5,029	85,396	-	121,780
Total operating expenses	63,280,865	3,510,033	1,427,200	1,320,437	-	1,048,542	27,738,310	(2,051,543)	96,273,844
Increase in net assets from operations	76,850	99,240	100,830	4,289	-	250,290	661,124	-	1,192,623
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	1,755,863	-	-	-	-	41,266	580,503	-	2,377,632
Net realized and unrealized gains (losses) on investments	715,103	-	-	-	-	112,222	(13,656)	-	813,669
Increase in fair value of beneficial interest in trusts held by others	5,861	-	-	1,429	-	208,036	24,110	-	239,436
Other nonoperating losses	(77,517)	-	-	-	-	-	(29,603)	-	(107,120)
Gain on sales and disposals of property, plant and equipment	7,392	-	-	-	-	-	-	-	7,392
	2,406,702	-	-	1,429	-	361,524	561,354	-	3,331,009
Increase in net assets before effects of discontinued operations	2,483,552	99,240	100,830	5,718	-	611,814	1,222,478	-	4,523,632
Income (loss) from discontinued operations	11,430	(20,310)	(113,096)	-	(26,735)	(657,561)	(307,640)	-	(1,113,912)
Total increase (decrease) in net assets	2,494,982	78,930	(12,266)	5,718	(26,735)	(45,747)	914,838	-	3,409,720
Net assets (deficit) at beginning of year	16,156,573	1,510,637	(2,252,745)	172,390	304,426	5,398,870	1,148,280	-	22,438,431
Net assets (deficit) at end of year	\$ 18,651,555	\$ 1,589,567	\$ (2,265,011)	\$ 178,108	\$ 277,691	\$ 5,353,123	\$ 2,063,118	\$ -	\$ 25,848,151

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Salaries and related expenses	\$ 48,494,900	\$ 2,970,136	\$ 1,999,154	\$ 1,053,169	\$ -	\$ 544,811	\$ 21,791,248	\$ -	\$ 76,853,418
Professional fees	6,982,525	533,037	188,905	228,820	-	211,335	3,776,125	(2,413,005)	9,507,742
Supplies	1,750,451	23,661	19,749	6,305	-	6,169	871,909	-	2,678,244
Telephone	684,805	15,065	6,345	9,051	-	3,934	148,073	-	867,273
Postage and shipping	70,760	1,033	3,123	2,173	-	1,280	34,635	-	113,004
Occupancy	2,097,572	85,308	168,892	84,892	-	49,802	1,593,939	-	4,080,405
Outside printing, artwork and media	67,850	3,479	9,570	4,559	-	449	41,120	-	127,027
Travel	2,231,402	118,835	6,591	39,351	-	8,863	189,950	(69)	2,594,923
Conventions and meetings	168,077	18,125	16,466	1,254	-	9,710	156,942	-	370,574
Specific assistance to individuals	968,332	70,856	22,066	-	-	12,455	171,751	-	1,245,460
Dues and subscriptions	22,081	-	2,424	125	-	870	15,339	-	40,839
Minor equipment purchases- and equipment rental	215,839	18,748	7,922	7,850	-	1,698	117,599	-	369,656
Ads, fees and miscellaneous	27,699	1,937	2,542	355	-	230	11,013	-	43,776
Interest	885,953	-	-	-	-	-	308,286	(18,023)	1,176,216
Bad debt provision	-	-	-	-	-	-	-	-	-
Facility tax assessment	-	-	-	-	-	-	182,791	-	182,791
Depreciation and amortization	1,300,611	3,204	12,546	2,478	-	2,696	385,817	-	1,707,352
	<u>\$ 65,968,857</u>	<u>\$ 3,863,424</u>	<u>\$ 2,466,295</u>	<u>\$ 1,440,382</u>	<u>\$ -</u>	<u>\$ 854,302</u>	<u>\$ 29,796,537</u>	<u>\$ (2,431,097)</u>	<u>\$ 101,958,700</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Salaries and related expenses	\$ 46,435,814	\$ 2,582,606	\$ 1,182,486	\$ 950,569	\$ -	\$ 755,476	\$ 19,897,017	\$ -	\$ 71,803,968
Professional fees	6,607,471	573,778	49,472	197,171	-	128,550	3,683,964	(2,020,268)	9,220,138
Supplies	1,847,054	24,018	26,253	7,177	-	26,740	770,402	-	2,701,644
Telephone	676,981	15,458	3,861	7,864	-	6,589	131,845	-	842,598
Postage and shipping	76,565	1,528	2,604	2,455	-	908	30,711	-	114,771
Occupancy	2,011,739	55,018	128,009	83,516	-	52,053	1,488,120	-	3,818,455
Outside printing, artwork and media	73,284	4,336	5,082	7,299	-	10,719	29,277	-	129,997
Travel	2,241,712	114,616	2,695	42,513	-	10,516	191,172	-	2,603,224
Conventions and meetings	214,794	27,374	2,162	1,668	-	11,465	134,065	-	391,528
Specific assistance to individuals	712,548	87,860	2,648	-	-	595	153,140	-	956,791
Dues and subscriptions	24,498	538	4,902	1,246	-	1,280	16,753	-	49,217
Minor equipment purchases- and equipment rental	292,938	19,148	9,519	11,565	-	7,157	85,912	-	426,239
Ads, fees and miscellaneous	47,695	2,962	3,044	225	-	1,594	44,104	-	99,624
Interest	779,392	-	-	-	-	26,201	319,338	(31,275)	1,093,656
Facility tax assessment	-	-	-	-	-	-	311,041	-	311,041
Depreciation and amortization	1,213,055	793	3,868	1,734	-	3,670	366,053	-	1,589,173
	<u>\$ 63,255,540</u>	<u>\$ 3,510,033</u>	<u>\$ 1,426,605</u>	<u>\$ 1,315,002</u>	<u>\$ -</u>	<u>\$ 1,043,513</u>	<u>\$ 27,652,914</u>	<u>\$ (2,051,543)</u>	<u>\$ 96,152,064</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

Easter Seals

Easter Seals Board of Directors

Officers

- **Chairman, Rick Davidson**
- **1st Vice Chairman, Eileen Howard Boone**
- **2nd Vice Chairman, Edward L. Wenzel**
- **Treasurer, Ralph F. Boyd, Jr**
- **Secretary, Nancy Goguen**

Members

- **Michael J. Boettcher, *Oklahoma City, Oklahoma***
- **Kim D. Dalgliesh, Esq., *Newtown Square, Pennsylvania***
- **Kathleen C. Daly, *Cincinnati, Ohio***
- **Elizabeth W. DeBiasi, *Wilmington, North Carolina***
- **Ben Gamache, *Manchester, New Hampshire***
- **Meg Ham, *Salisbury, North Carolina***
- **John F. Jostrand, *Chicago, Illinois***
- **Joseph G. Kern, *Orlando, Florida***
- **Fred J. Maahs, Jr., *Philadelphia, Pennsylvania***
- **John Maguire, *Wilbraham, Massachusetts***
- **Nivine Megahed, Ph.D., *Chicago Illinois***
- **Kimberly Michel, *Los Angeles, California***
- **Franklin A. Poff, Jr., *Texarkana, Texas***
- **Sandra J. Towey, CPA, CMA, CFM, *Minneapolis, Minnesota***

Cynthia C. Wallace

Management Highlights

- Extensive management experience developing teams and facilitating on going training and supervision. Designed curriculum, budgets and marketing for proprietary, corporate, not-for profit organizations, and grant driven contracts.
- Designed and implemented training for family resource centers, corporate and independent early childhood and parenting programs.
- Strong advocate for families, professionalism and quality improvement in early childhood settings through training, coaching, mentoring, consultation to promote *Best Practice*.

Professional Experience

- Easter Seals NH Child Care Resource and Referral 2009 – present
Program Coordinator Manchester, Concord and Keene NH
Child Care Resource and Referrals Contract with the DHHS, CDB positions include Child Care Specialist, Program Manager and Program Coordinator. In each role the contract Performance Measures have either been on target or exceeded contract goals with strong Community Partnerships in both Concord and Manchester.
- Bright Horizons at Spring Street Stride Rite Corporation, Lexington, MA 2005 - 2009
Bright Horizons at Blue Cross Blue Shield, Quincy MA.
Director
Director for a relocated Blue Cross Blue Shield facility and new start corporate-community partnership with Stride Rite Corporation. License capacity of 108 infants through six year olds.
- Community Action Program Belknap-Merrimack Counties, 2001 - 2005
Concord, NH
Operations Manager, NAEYC Accredited Program
Implemented the Head Start/Early Head Start expansion grant. Supervised and licensed a 3,000 square foot construction project designed to double enrollment and increase programs. Administered *Federal Performance Standards* that serve the needs of 140 economically disadvantaged families.
- Londonderry Children's Centre, Inc. 1982 - 2000
Londonderry, NH
Founder and President, NAEYC Accredited Program
Founded, managed and expanded high quality program for infants through school age children and kindergarten. Through acquisition, rental and renovations that expanded to two locations for 130 children. These exemplary programs were noted for community partnerships and chosen as practicum sites for early childhood education majors. Both locations were cited (1990 – 2000) as *New Hampshire Mentor Centers*.

Education

Evocative Coaching Certificate, 2012

NH Early Childhood Credential; Master Professional Endorsements:

Workshop Trainer, Individual Mentor, and Program Consultant

Certified Parenting Educator, Wheelock Graduate School, Boston, MA, 2000

B.S. Behavioral Science, Granite State College, Manchester, NH 1992

A.S. Child Study, Lasell College, Auburndale, MA 1968

Consultant and Trainer

Child Care Resource & Referral, Concord, Manchester, Keene, Laconia, Conway, Nashua

NH Alliance for Better Child Care

Caldarola Designs Associates, Inc. Derry, NH

Families First, Cambridge, MA

Family Foundations Network, Lowell, MA

NHAEYC & NAEYC Conferences

Nutfield YMCA, Parents Invested in Kids, Londonderry, NH

Upper Room Center for Parenting Education, Derry, NH

Committees and Boards

EEIN of NH

Spark, NH Policy Committee

NH Early Childhood Science and Child Welfare Team

Member of Child Care Aware @ of New Hampshire (formerly known as NH CCR&R Network)

NH State Board of Education, 2001-2005

Londonderry Kindergarten Building Committee

President of NHAEYC

NHAEYC Accreditation Liaison to NAEYC

NH Governors Commission on Child Care and Early Education

Good Beginnings Home Visiting, Londonderry/Derry, NH

Professional Recognition

Early Childhood Champion, Early Learning New Hampshire, 2011

Granite State College, *Victor Montana Alumni of the Year 2003*

NH Special Mentor of the Year 2000

NH Mentor Center 1990 -2000 (Londonderry Children's Centre)

Validator and Mentor, NAEYC Academy of Early Childhood Programs

CDA Advisor, Council for Professional Recognition, NH and MA

NHAEYC Commitment to Quality, 1991

Glenda West

Easter Seals New Hampshire, Child Care Resource and Referral
Jan 06- Present

Manchester, NH

Bilingual Child Care Specialist

- Coordinated and facilitated the Evidence Based Research Parent Training workshops titled "Abriendo Puertas/Opening Doors" in Manchester. These 10 Spanish sessions encouraged parents in their leadership and advocacy roles in the community and within their own family. Abriendo Puertas afforded six parents with connections to community resources and provided information on how to better support their young children for future academic success and improve their children's development skills. As a result of this initiative, Manchester now has a Spanish Parent Support group hosted and facilitated by the Easter Seals Family Resource Center.
- Recruit and support child care providers, which includes hosting various network-training opportunities for child care providers to improve the quality of care provided to young children. Also, deliver over 130 child care referrals quarterly in Spanish or English to families needing child care in the Manchester area.
- Collaborate with the Department of Human Health Services, local District Office and NH Employment Program to assist families with scholarship information and quality child care consumer education.
- NH Child Care Resource and Referral Network representative for the Operation Military Kids state committee. Coordinated efforts with child care programs and church organizations to collect items for Hero Packs distributed to military kids. Created and presented with the Air National Guard Youth Coordinator a workshop to inform Early Childhood Educators of the Stressors involved with Military Families.

Bicentennial Elementary/Broad Street School
Nov 01-Jan 06

Nashua, NH

Paraprofessional/Substitute Teacher

- Assisted and taught children from Preschool thru Grade 6 with learning disabilities, attention deficit disorder, autism, down syndrome, and other social or mental challenges that impact learning. Created and implemented lesson plans for students and gathered information for portfolios required by the state. Assisted teachers or administrator as needed to translate Spanish translator or substitute teacher upon request.
- Enabled fourth and fifth grade classrooms to acquire donated computers from a local business for academic use and for identified children with developmental delays.

Creative Clubhouse
Mar 00-Mar 01

Westford, MA

Pre-Kindergarten/Toddler Teacher/Spanish Instructor

- Developed curriculum in English and Spanish, lessons included theme-related activities with art projects, role-play, songs, and literature. Extracurricular Spanish was available to after-school students enrolled at the clubhouse and Bicentennial Elementary School, as a volunteer.
- Created an evaluation tool to monitor the academic, physical, and social progress that is utilized during parent communication conferences or progress reports for each child. Developed age-appropriate lesson plans and activities children enjoyed and learned at the same time.
- Initiated and organized a multi-cultural celebration (La Posada) that involved the entire center. A great success for everyone involved!

Glenda West

La Ruta de Sonora Ecotourism Association

Ajo, AZ

Sept 99-Dec99

Tour Coordinador

- Assembled and developed welcome packages for La Ruta Ecotours. Responded to clientele and vendors to market product. Maintained a database of clientele for easy access and follow-up.
- Coordinated environmental and cultural educational Ecotours/travel arrangements between Mexico and southern Arizona for environmental groups and interested individuals from the United States.
- Processed two and three-day tour packages, ensuring all logistical arrangements were made in a timely manner. Approximately 33 ecotour participants in a 90-day period.

Spanish Instructor

Dayton, OH

Sept 93-Jun 99

Teacher (Volunteer)

- Developed and introduced the first-ever basic conversational Spanish course to elementary grade school students (Grades 1-6) in the Fairborn, Ohio, Public School system
- Provided private tutoring to 35 Home School students (Preschool through 10th grade) on the basics of conversational Spanish

US Air Force

Feb 85 – Aug 91

Social Actions/Personnel Officer

- Selected by CEO to evaluate and ensure all base administrative offices complied with Air Force directives. Thirteen deficient programs of 28 total offices improved to satisfactory of higher ratings.
- Supervised a staff of four to efficiently manage and keep accurate personnel administrative records in disciplinary actions, awards, education, and employee performance evaluations.
- Assisted with the implementation of SAFE (Substance Abuse Formal Education) for individuals identified with substance abuse issues. It was recognized and lauded as one of the best and effective programs within the command.

COMPUTER SKILLS

Proficient with Microsoft Office, Word, Excel, Power Point, Access, and Publisher.

EDUCATION

MA, Interdisciplinary Counseling (18 Credit Hrs), 1986

Eastern Washington University

BA, Psychology, 1984

Northern Arizona University

Magna Cum Laude

Child Care Course Diploma (1991)

Drug/Alcohol Abuse Control School (80s)

Defense Equal Opportunity Management

NH Credentials: Early Childhood Master Professional Workshop Trainer and Consultant.

Professional Affiliations: NH Child Care Resource Referral Network, Organization of Day Care Providers (ODCP) in Manchester, NH (Member at Large); and Operation Military Kids State Committee Member; State Emergency Preparedness Task Force Member; and SPARK Family Engagement Task Force

References Available Upon Request

Karyn Yeatman

OBJECTIVE

To contribute to the advancement and success of a program by applying my strong early childhood, interpersonal, and communication skills.

PROFESSIONAL EXPERIENCE

**Easter Seals Child Care Resource & Referral Manchester, NH 04/10-Present
Resource & Referral Specialist**

Collaborate with community partners to provide referrals to children and family resources and programs. Provide training and technical assistance to child care programs to improve quality, administration, and systems. Additional responsibilities include:

- Collaborate with community partners
- Training development and assessment
- Create, schedule, and coordinate quarterly training calendars
- Actively participate in State leadership initiatives
- Plan, organize, and coordinate state conferences and local events
- Database management
- Grant management and reporting
- Production of marketing materials

**VNA Child Care & Family Resource Center Manchester, NH 10/08-04/10
Program Manager/ Center Director**

Managed and implemented daily operations and state licensure compliance for a multiservice community based program serving over 150 high risk, low income families. Additional responsibilities included:

- Managing staff development and implementing incentive programs to enhance morale
- Hiring, performance evaluations, corrective action plans for over 30 staff members
- Managing client relations to ensure satisfaction
- Planning center wide events to promote family involvement
- Conducting and attending meetings with community partners and granters
- Facilitating training for parenting group

**Bedford Village Morning School Bedford, NH 3/07-4/08
Assistant Director/Director of Afternoon Enrichment Program/Lead Teacher**

These position included curriculum development, implementation and assessment, problem solving and overseeing staff. Managed customer relations by holding parent teacher conferences, conducting program tours and creating newsletters.

- Developing and implementing preschool curriculum
- Implementing Hand Writing Without Tears
- P. Moony Literacy Program
- Coordinate center-wide events

Iowa Health Child Development Center **Des Moines, IA** **11/04-8/06**
Teacher

- Developing and implementing preschool curriculum
- Developing student portfolios
- Conducting parent/teacher meetings
- Assisting director with scheduling for the center (28 staff)

Bedford Village Morning School **Bedford, NH** **8/03-6/04**
Teacher

- Lead Teacher of Afternoon Program M, W, F
- Co-Teacher in Lower Preschool T & TH
- Associate Teacher in Upper Preschool M, W, F

EDUCATION

Keene State College **Keene, NH** **2001**
BA Communication

**I have more than the required number of credits per the licensing and credentialing requirements for center director. Transcripts available upon request.*

State of New Hampshire Credentials

Early Childhood Master Professional Workshop Trainer
Early Childhood Master Professional Individual Mentor
Early Childhood Master Professional Program Consultant

Trainer

I am Moving I am Learning – A Proactive Approach for Addressing Childhood Obesity
NAEYC - Communication Skills for Challenging Conversation

Certified Consultant

NAP SACC – Nutrition and Physical Activity Self-Assessment for Child Care Programs
Worked with clients to assess, create, and implement policies and procedures around nutrition and physical activity.

Marketing Chair for New Hampshire Child Care Aware® of New Hampshire

Creating marketing plan, materials, and improving visibility for Child Care Aware® of New Hampshire

Computer Skills

Proficient in Word, Excel, PowerPoint, Publisher

References

Excellent references available upon request

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Easter Seals New Hampshire, Inc.

Name of Bureau/Section: _____

BUDGET PERIOD	FY 14-15		Total Salary Amount Paid By Contract
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	
Larry Gammon, President & CEO	\$352,852	0.00%	
Elin Treanor, CFO/COO	\$240,000	0.00%	
Tina Sharby, Chief Human Resources Officer	\$140,000	0.00%	
Arlene Kershaw, Sr VP Program Services	\$105,000	0.00%	
		0.00%	
		0.00%	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.



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

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

Nicholas A. Toumpas
 Commissioner

Maggie Bishop
 Director

April 4, 2013

G&C Approved

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

Date 5-15-13
 Item # 40

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into agreements with the following vendors to conduct Child Care Resource and Referral services covering all Division of Human Services catchment areas for an aggregate amount not to exceed \$2,030,000 from July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015. Funds are anticipated to be available in State Fiscal Years 2014-2015 upon the availability and continued appropriations in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

100% FED

05-95-42-421110-29780000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY
 ASSURE

Southern New Hampshire Services, Inc. (Vendor #177189)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Berlin/Littleton	40035201	\$101,815	\$101,815	\$203,630
102-500731	Social Services Contracts	Conway	40035201	57,655	57,655	115,310
102-500731	Social Services Contracts	Rochester	40035201	124,610	124,610	249,220
102-500731	Social Services Contracts	Seacoast	40035201	58,251	58,251	116,502
102-500731	Social Services Contracts	Southern	40035201	149,123	149,123	298,246
Total				\$491,454	\$491,454	\$982,908

Claremont School District (Vendor #177374)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Claremont	40035201	\$70,674	\$70,674	\$141,348
Total				\$70,674	\$70,674	\$141,348

Lakes Region Community Services Council, Inc. (Vendor # 177251 B002)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Laconia	40035201	\$81,833	\$81,833	\$163,666
Total				\$81,833	\$81,833	\$163,666

Easter Seals of NH, Inc. (Vendor #177204)

Class/ Account	Title	Catchment Area	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Social Services Contracts	Manchester	40035201	\$177,615	\$177,615	\$355,230
102-500731	Social Services Contracts	Concord	40035201	106,011	\$106,011	\$212,022
102-500731	Social Services Contracts	Keene	40035201	87,413	\$87,413	\$174,826
Total				\$371,039	\$371,039	\$742,078
Grand Total				\$1,015,000	\$1,015,000	\$2,030,000

EXPLANATION

These Federal funds support preventive child care services and the scholarship child care payment system. A requirement of this funding is that it be used to increase the availability, accessibility, and quality of child care programs throughout the State. This is accomplished through numerous activities including the provision of child care resource and referral services for consumers and providers.

Child care resource and referral services are provided statewide by Division for Children, Youth and Family catchment area. Services include high quality referrals and consumer education for parties seeking matches with child care providers, free and/or low cost professional development opportunities for child care providers, and providing current and aspiring child care providers with technical assistance in the areas of licensing, best practice, and accreditation. The services also provide the Department, local, and national organizations, agencies, policy makers, public officials, businesses, and community members with accurate data and information related to Early Childcare Education issues.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 3 of 3
April 4, 2013

Should Governor and Council not authorize this request, federal sanctions could result in the reduction in federal funds to support the Child Care Scholarship Program resulting in financial hardship for families dependent on subsidized child care and the inability of some families to find child care that will help them continue working.

This contract is awarded as the result of a competitive bid process. On September 4, 2012 and again on December 21, 2012 the Division issued a Request for Proposal for Child Care Resource & Referral programs to serve the ten (10) District Office catchment areas in the State of New Hampshire. These Request For Proposals were published on the Department's web site.

Six agencies submitted bids for the ten (10) District Office catchment areas; four agencies were awarded contracts that cover all catchment areas. An evaluation committee reviewed the proposals submitted in response to the RFP. The evaluation team's scoring summaries are attached to this letter (Appendix A). The vendors identified in the tables above submitted proposals that achieved higher minimum scores than any other vendor proposal(s) for the given catchment area(s) and were, therefore awarded the contract.

Performance under this agreement will be measured by the Performance Measures and Outcomes specified in the Agreement to include successfully providing referrals to New Hampshire Employment Program participants, and Financial Assistance to Needy Families (FANF) recipients in need of child care, recruiting new child care providers, including those that shall fill opportunities for specific kinds of care e.g. infant/toddler, bilingual, special needs, and non-traditional hours.

Areas Served: The Division for Children, Youth and Families catchment areas of Berlin/Littleton, Conway, Rochester, Seacoast, Southern, Claremont, Laconia, Manchester, Concord, and Keene.

Source of Funds: 100% Federal Funds.

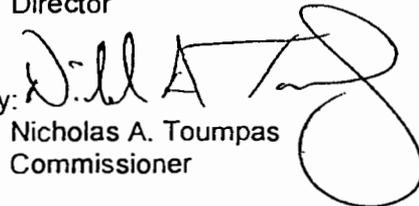
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved By:



Nicholas A. Toumpas
Commissioner

RFP #10-OCYF-CDB-RR-10 Child Care Resource & Referral Program
 Leocadia D.O. Catchment Area R&R Tabulated Evaluation Form

Overall Review - up to 20 points each criteria (value 10% of total)	Scorer 1 - K. Booth		Scorer 2 - E. Whitley		Scorer 3 - S. Foley		Scorer 4 - J. Harrington		Scorer 5 -		Average 1	Average 2	Average 3		
	NHCAA	LRCS	NHCAA	LRCS	NHCAA	LRCS	NHCAA	LRCS	ES	Bid 4				ES	Bid 4
a. Conformity in form and format to instructions contained in the RFP	18.0	20.0	17.0	15.0	15.0	13.0	10.0	15.0	15	10	17.0	16.3	12.3		
b. Services proposed in response to proposal specifications	14.0	16.0	12.0	15.0	13.0	13.0	14.0	15.0	15	15	13.5	14.8	14.3		
c. Qualifications and adequacy of staffing	12.0	16.0	12.0	20.0	10.0	20.0	15.0	15.0	15	15	12.3	17.8	17.0		
d. Demonstrated capacity of the agency to implement the program	8.0	20.0	10.0	17.0	10.0	16.0	15.0	15.0	15	15	10.8	17.0	16.0		
e. Cost effectiveness of proposal	18.0	20.0	12.0	20.0	15.0	16.0	15.0	15.0	15	15	14.5	17.8	16.3		
subtotal overall review	68.0	82.0	64.0	84.0	63.0	78.0	65.0	78.0	78.0	70.0	68.0	85.5	75.8		
subtotal at 10%	6.8	8.2	6.4	8.4	6.3	7.8	6.5	7.8	7.8	7.0	6.8	8.5	7.5		
Experience - up to 20 points each criteria (value 25% of total)															
a. Past experience of the Bidder in providing this or a similar service	12.0	20.0	10.0	20.0	10.0	20.0	20	15.0	15	15	11.6	16.8	16.8		
b. Past experience of the Bidder in working with the child care community and parent population	10.0	20.0	10.0	20.0	10.0	20.0	20	15.0	15	15	11.3	16.8	17.6		
c. Demonstrated capacity to provide services within the catchment area	16.0	20.0	10.0	20.0	10.0	20.0	15	15.0	15	15	13.3	16.8	14.0		
d. Demonstrated ability to work with the Department	16.0	20.0	15.0	16.0	10.0	20.0	20	15.0	15	15	14.0	16.3	16.8		
e. Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames	10.0	20.0	10.0	20.0	10.0	18.0	20	15.0	15	15	11.3	16.3	18.8		
subtotal experience	64.0	80.0	55.0	80.0	50.0	80.0	75.0	65.0	65.0	65.0	61.2	82.8	88.0		
subtotal at 25%	16.0	20.0	13.75	20.0	12.5	20.0	18.75	16.25	16.25	16.25	15.4	20.7	21.5		
Program Description - up to 20 points each criteria (value 35% of total)															
a. Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	20.0	14.0	18.0	15.0	12	18.0	10.0	14	15.0	15	17.8	15.5	12.3		
b. Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	18.0	10.0	20.0	20	10.0	15.0	15	15.0	15	13.3	17.0	17.5		
c. Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	14.0	15.0	15.0	18	10.0	12.0	15	15.0	15	15.0	14.0	16.0		
d. Demonstrated capacity to manage the complex aspects of the program or presentation of a clear plan to do so that will include reasonable time frame	16.0	18.0	10.0	18.0	15	15.0	15.0	18	15.0	15	14.0	16.5	15.0		
e. Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	16.0	14.0	10.0	20.0	18	15.0	13.0	14	15.0	15	14.0	15.5	16.3		
subtotal program description	72.0	72.0	71.0	72.0	70.0	72.0	65.0	70.0	70.0	70.0	74.0	76.5	77		
subtotal at 35%	25.2	25.2	24.85	25.2	24.5	25.2	22.5	24.5	24.5	24.5	25.4	26.775	26.775		
Cost and Resources - up to 20 points each criteria (value 30% of total)															
a. The accuracy and completeness of the budget and budget narrative	18.0	8.0	20.0	15.0	10	16.0	15.0	10	15.0	10.0	17.3	12.0	10.0		
b. The acceptability of the line item costs as detailed in the budget narrative	12.0	18.0	10.0	15.0	10	10.0	13.0	15	15.0	10.0	11.8	13.5	11.8		
c. A cost effective approach to providing the proposed service	16.0	10.0	18.0	15.0	15	15.0	15.0	15	15.0	10.0	16.0	12.5	15.0		
d. Staff resources of the Bidder to effectively administer and operate the program	10.0	20.0	12.0	20.0	20	10.0	15.0	14	15.0	10	11.8	17.5	15.0		
e. Ability to obtain financial and additional resources from other sources to support this program	8.0	14.0	0.0	14.0	10	0.0	10.0	13	15.0	10	5.8	13.3	10.8		
subtotal cost and resources	64.0	64.0	60.0	78.0	65.0	61.0	67.0	60.0	60.0	60.0	62.5	68.8	62.5		
subtotal at 30%	19.2	19.2	18.0	23.4	19.5	18.3	20.1	18.0	18.0	18.0	18.75	20.64	18.75		
Other - up to 20 points each criteria (value 10% of total)															
a. Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	10.0	14.0	2.0	8.0	16	10.0	10.0	10	15.0	15	9.3	11.8	13.3		
b. Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	16.0	10.0	10.0	15.0	14	13.0	12.0	16	15.0	15	14.0	13.0	15.8		
c. Plan to be responsive to the needs of the local HRDHS Office, community members, businesses, and local employers	16.0	12.0	13.0	18.0	18	15.0	12.0	18	15.0	15	15.3	14.3	16.8		
d. Evidence of collaboration with other agencies within the community	4.0	20.0	8.0	20.0	12	10.0	20.0	15	15.0	15	9.3	16.8	12.0		
e. Evidence of a plan to be responsive to the needs of the community	16.0	18.0	20.0	20.0	16	15.0	15.0	15	15.0	15	16.5	16.5	15.0		
subtotal other	64.0	72.0	63.0	81.0	68.0	68.0	68.0	68.0	68.0	68.0	64.3	74.3	72.8		
subtotal at 10%	6.4	7.2	6.3	8.1	6.8	6.8	6.8	6.8	6.8	6.8	6.4	7.4	7.3		
Grand Total	342.0	410.0	374.0	415.0	394.0	397.0	378.0	383.0	378.0	360.0	383.3	312.3	288.3		
Grand Total of Percentage	69.2	81.2	61.8	87.2	77.8	67.8	77.4	68	78.0	67.8	62.7	75.3	71.2		

Recommendation: Lakes Region Community Services

Scorer 1 - Kristin Booth, Program Specialist IV, Child Development Bureau
 Scorer 2 - Ellen Whitley, Administrator, Child Development Bureau
 Scorer 3 - Susan Foley, Program Specialist III, Child Development Bureau
 Scorer 4 - John Harrington, Contract Specialist, DHS

Total Score
 Bidder 1 = 121.0
 Bidder 2 = 185.0
 Bidder 3 = 146.0
 Bidder 4 = 0.0

Score @ %
 Bidder 1 = 28.4
 Bidder 2 = 31.4
 Bidder 3 = 29.7
 Bidder 4 = 0.0

Total Bid Sum: Laconia

RFP #10-DCYF-CDB-RR-10 Child Care Resource & Referral Program Manchester O.O. Catchment Area R&R Tabulated Evaluation Form	Scorer 1 - K.Booth		Scorer 2 - E.Wheatley		Scorer 3 - S.Foley		Scorer 4 - J.Harrington		Average 1		Average 2		Average 3										
	NHCAA	SNHS	ES	Bid 4	NHCAA	SNHS	ES	Bid 4	NHCAA	SNHS	ES	Bid 4	NHCAA	SNHS	ES	Bid 4	NHCAA	SNHS	ES	Bid 4			
Overall Review - up to 20 points each criteria (value 10% of total)																							
a Conformity in form and format to instructions contained in the RFP	16.0	20.0	14.0		20.0	20.0	15.0		15.0	20.0	10.0		15.0	15.0	15.0						17.0	18.0	13.5
b Services proposed in response to proposal specifications	14.0	20.0	12.0		12.0	20.0	16.0		10.0	20.0	16.0		15.0	15.0	15.0						12.8	18.8	15.3
c Qualifications and adequacy of staffing	8.0	12.0	20.0		8.0	8.0	20.0		10.0	10.0	20.0		15.0	15.0	15.0						10.3	11.3	18.8
d Demonstrated capacity of the agency to implement the program	8.0	20.0	16.0		10.0	20.0	15.0		10.0	15.0	20.0		15.0	15.0	15.0						10.6	17.5	16.5
e Cost effectiveness of proposal	12.0	14.0	20.0		12.0	10.0	20.0		10.0	13.0	20.0		15.0	15.0	15.0						12.3	13.0	16.8
subtotal overall review	60.0	86.0	82.0	6.0	62.0	78.0	85.0	0.0	65.0	78.0	88.0	0.0	75.0	75.0	75.0	0.0	0.0	0.0	0.0	0.0	63.0	79.3	82.8
subtotal at 10%	6.0	8.6	8.2	0.6	6.2	7.8	8.5	0.0	6.5	7.8	8.8	0.0	7.5	7.5	7.5	0.0	0.0	0.0	0.0	0.0	6.3	7.9	8.3
Experience - up to 20 points each criteria (value 25% of total)																							
a Past experience of the Bidder in providing this or a similar service	16.0	20.0	20		10.0	20.0	20		10.0	20.0	20		15.0	15.0	15						12.8	18.8	18.0
b Past experience of the Bidder in working with the child care community and parent population	12.0	16.0	16		10.0	20.0	20		10.0	10.0	20		15.0	15.0	15						11.0	15.8	17.8
c Demonstrated capacity to provide services within the catchment area	16.0	16.0	20		10.0	15.0	20		10.0	10.0	20		15.0	15.0	15						12.8	14.0	18.8
d Demonstrated ability to work with the Department	16.0	20.0	16		15.0	20.0	20		10.0	20.0	20		15.0	15.0	15						14.0	16.8	17.8
e Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames	10.0	20.0	20		10.0	20.0	20		10.0	20.0	20		15.0	15.0	15						11.3	18.8	16.8
subtotal experience	70.0	92.0	92.0	0.0	55.0	95.0	100.0	0.0	50.0	90.0	100.0	0.0	75.0	75.0	75.0	0.0	0.0	0.0	0.0	0.0	82.3	96.0	91.8
subtotal at 25%	17.5	23.0	23.0	0.0	13.8	23.8	25.0	0.0	12.5	22.5	25.0	0.0	18.8	18.8	18.8	0.0	0.0	0.0	0.0	0.0	15.6	21.5	22.9
Program Description - up to 20 points each criteria (value 25% of total)																							
a Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	20.0	20.0	6		18.0	20.0	12		15.0	20.0	15		15.0	15.0	15						17.0	16.8	12.5
b Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	14.0	20		18.0	18.0	20		10.0	15.0	15		15.0	15.0	15						13.3	15.5	17.5
c Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	20.0	16		15.0	20.0	18		10.0	15.0	15		15.0	15.0	15						15.0	17.5	16.0
d Demonstrated capacity to manage the computer aspects of the program or presentation of a clear plan to develop that ability within a reasonable time frame	14.0	20.0	12		10.0	20.0	15		15.0	20.0	20		15.0	15.0	15						13.5	16.8	15.5
e Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	12.0	16.0	16		10.0	10.0	16		15.0	13.0	16		15.0	15.0	15						13.0	14.0	16.3
subtotal program description	76.0	92.0	72.0	0.0	70.0	84.0	87.0	0.0	65.0	82.0	82.0	0.0	75.0	75.0	75.0	0.0	0.0	0.0	0.0	0.0	71.8	84.5	77.5
subtotal at 25%	19.0	23.0	18.0	0.0	17.5	21.0	21.7	0.0	16.3	20.5	20.5	0.0	18.8	18.8	18.8	0.0	0.0	0.0	0.0	0.0	17.9	21.1	19.4
Cost and Resources - up to 20 points each criteria (value 30% of total)																							
a The accuracy and completeness of the budget and budget narrative	18.0	16.0	10		20.0	18.0	10		15.0	14.0	10		5.0	15.0	1						14.5	15.8	7.8
b The acceptability of the line item costs as detailed in the budget narrative	12.0	10.0	16		10.0	10.0	10		5.0	13.0	15		5.0	15.0	10						8.0	12.0	12.8
c A cost effective approach to providing the proposed service	12.0	14.0	20		15.0	10.0	20		15.0	14.0	15		15.0	15.0	10						14.3	10.3	16.3
d Staff resources of the Bidder to effectively administer and operate the program	12.0	14.0	20		5.0	5.0	20		5.0	10.0	20		15.0	15.0	10						9.3	11.0	17.5
e Ability to obtain financial and additional resources from other sources to support this program	8.0	10.0	10		0.0	0.0	10		0.0	10.0	16		15.0	15.0	10						5.8	8.8	11.3
subtotal cost and resources	62.0	64.0	76.0	0.0	60.0	43.0	70.0	0.0	40.0	61.0	75.0	0.0	55.0	76.0	41.0	0.0	0.0	0.0	0.0	0.0	51.8	60.8	65.5
subtotal cost and resources at 30%	18.6	19.2	22.3	0.0	18.0	12.9	21.0	0.0	12.0	18.3	22.5	0.0	16.5	22.3	12.3	0.0	0.0	0.0	0.0	0.0	15.5	18.2	19.7
Other - up to 20 points each criteria (value 10% of total)																							
a Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	4.0	12.0	20		2.0	10.0	20		5.0	5.0	20		15.0	15.0	15						6.5	10.5	18.8
b Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	14.0	20.0	16		10.0	18.0	14		15.0	15.0	20		15.0	15.0	15						13.5	17.0	16.3
c Plan to be responsive to the needs of the local NHDRHS District Office, community members, businesses, and local employers	16.0	16.0	16		15.0	16.0	16		15.0	20.0	20		15.0	15.0	15						15.3	17.3	17.3
d Evidence of collaboration with other agencies within the community	4.0	16.0	14		8.0	16.0	16		15.0	15.0	20		15.0	15.0	15						10.5	16.0	16.8
e Membership or participation in response to the needs of the community	16.0	14.0	12		20.0	15.0	20		15.0	15.0	20		15.0	15.0	15						16.5	14.8	16.8
subtotal other	64.0	78.0	78.0	0.0	65.0	79.0	90.0	0.0	65.0	70.0	100.0	0.0	75.0	75.0	75.0	0.0	0.0	0.0	0.0	0.0	62.3	75.5	85.8
subtotal other at 10%	6.4	7.8	7.8	0.0	6.5	7.9	9.0	0.0	6.5	7.0	10.0	0.0	7.5	7.5	7.5	0.0	0.0	0.0	0.0	0.0	6.2	7.5	8.6
Grand Total	322.0	414.0	400.0	0.0	283.0	313.0	427.0	0.0	276.0	372.0	448.0	0.0	366.0	376.0	341.0	0.0	0.0	0.0	0.0	0.0	246.3	306.8	320.8
Grand Total at Percentage	68.5	82.1	78.5	0.0	58.2	74.4	83.9	0.0	62.4	73.9	87.1	0.0	69.0	75.0	64.8	0.0	0.0	0.0	0.0	0.0	61.6	68.8	70.3

Recommended: ES

Total Score
 Bidder 1 = 1245.0
 Bidder 2 = 1241.0
 Bidder 3 = 1614.0
 Bidder 4 = 0.0

Score @ %
 Bidder 1 = 246.5
 Bidder 2 = 305.3
 Bidder 3 = 313.5
 Bidder 4 = 0.0

Total Bid Sums Manchester

RFP #1D0CYF-CDB-RR-10 Child Care Resource & Referral Program

Concord catchment	Scorer 1 - K.Booth		Scorer 2 - E.Wheatley		Scorer 3 - S. Foley		Scorer 4 - J. Harrington		Average 1	Average 2
	NHCAA	ES	NHCAA	ES	NHCAA	ES	NHCAA	ES		
Overall Review - up to 20 points each criteria (value 10% of total)	18.0	14.0	20.0	16.0	18.0	10.0	15.0	15.0	17.8	13.8
Conformity in form and format to instructions contained in the RFP	14.0	12.0	12.0	16.0	13.0	15.0	15.0	15.0	13.5	14.5
Services proposed in response to proposal specifications	12.0	20.0	12.0	20.0	10.0	20.0	15.0	15.0	12.3	18.8
Qualifications and adequacy of staffing	8.0	16.0	10.0	20.0	10.0	15.0	15.0	15.0	10.8	16.5
Demonstrated capacity of the agency to implement the program	10.0	10.0	12.0	15.0	15.0	15.0	15.0	15.0	13.0	13.8
Cost effectiveness of proposal	6.2	7.2	6.6	8.7	6.6	7.5	7.5	7.5	6.7	7.7
Experience - up to 20 points each criteria (value 25% of total)	12.0	20.0	10.0	20.0	10.0	20.0	15.0	15.0	11.8	18.8
Past experience of the Bidder in providing this or a similar service	10.0	12.0	10.0	20.0	10.0	15.0	15.0	15.0	11.3	15.5
Past experience of the Bidder in working with the child care community and parent population	18.0	16.0	15.0	20.0	10.0	15.0	15.0	15.0	14.5	16.5
Demonstrated capacity to provide services within the catchment area	16.0	16.0	15.0	16.0	10.0	20.0	15.0	15.0	14.0	16.8
Demonstrated ability to work with the Department	10.0	20.0	10.0	20.0	10.0	20.0	15.0	15.0	11.3	18.8
Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Program Description - up to 20 points each criteria (value 25% of total)	16.3	21.0	15.0	24.0	12.5	22.5	18.8	18.8	15.7	21.8
Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	20.0	8.0	18.0	14.0	15.0	15.0	15.0	15.0	17.0	13.0
Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	20.0	18.0	20.0	10.0	15.0	15.0	15.0	13.3	17.5
Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	16.0	15.0	18.0	10.0	15.0	15.0	15.0	15.0	16.0
Clear plan to develop that ability within a reasonable time frame	16.0	12.0	5.0	15.0	15.0	14.0	15.0	15.0	12.8	14.0
Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	16.0	18.0	9.0	16.0	12.0	15.0	15.0	15.0	12.0	16.0
Cost and Resources - up to 20 points each criteria (value 30% of total)	8.0	14.0	8.0	14.0	8.0	14.0	8.0	8.0	8.0	8.0
The accuracy and completeness of the budget and budget narrative	20.5	18.5	15.5	20.5	15.5	18.5	18.8	18.8	17.5	19.1
The acceptability of the line item costs as detailed in the budget narrative	18.0	10.0	20.0	10.0	15.0	10.0	15.0	10.0	17.0	10.0
A cost effective approach to providing the proposed service	12.0	18.0	10.0	10.0	10.0	12.0	15.0	10.0	11.8	12.5
Staff resources of the Bidder to effectively administer and operate the program	10.0	14.0	18.0	15.0	10.0	15.0	15.0	10.0	13.3	13.5
Ability to obtain financial and additional resources from other sources to support this program	10.0	20.0	15.0	20.0	10.0	15.0	15.0	10.0	12.5	16.3
Evidence of collaboration with other agencies within the community to be served such as, but not limited to, English proficiency and cultural diversity	8.0	10.0	0.0	10.0	0.0	15.0	15.0	10.0	5.8	11.3
Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	58.0	72.0	61.0	85.0	45.0	87.0	75.0	50.0	60.3	63.5
Plan to be responsive to the needs of the local NHDRHS District Office, community members, businesses, and local employers	17.4	21.6	18.9	19.5	13.5	20.1	22.5	15.0	18.1	19.1
Other - up to 20 points each criteria (value 10% of total)	10.0	12.0	2.0	18.0	10.0	15.0	15.0	15.0	9.3	15.0
Evidence of collaboration with other agencies within the community to be served such as, but not limited to, English proficiency and cultural diversity	16.0	16.0	10.0	14.0	15.0	10.0	15.0	15.0	14.0	13.8
Evidence of collaboration with other agencies within the community to be served such as, but not limited to, English proficiency and cultural diversity	16.0	16.0	15.0	18.0	15.0	15.0	15.0	15.0	15.3	16.0
Evidence of collaboration with other agencies within the community to be served such as, but not limited to, English proficiency and cultural diversity	4.0	16.0	8.0	16.0	10.0	16.0	15.0	15.0	9.3	15.8
Evidence of collaboration with other agencies within the community to be served such as, but not limited to, English proficiency and cultural diversity	16.0	14.0	20.0	20.0	15.0	15.0	15.0	15.0	18.5	16.0
Evidence of collaboration with other agencies within the community to be served such as, but not limited to, English proficiency and cultural diversity	6.2	7.4	5.5	8.6	6.5	7.1	7.5	7.5	6.4	7.7
Grand Total	330.0	378.0	305.0	417.0	288.0	377.0	380.0	380.0	257.3	302.8
Grand Total at Percentage	68.8	78.7	61.3	81.8	64.6	78.7	78.0	78.0	64.4	75.1

Final Decision: Easter Seals

Scorer 1 - Kristin Booth, Program Specialist IV, Child Development Bureau
 Scorer 2 - Ellen Wheatley, Administrator, Child Development Bureau
 Scorer 3 - Susan Foley, Program Specialist III, Child Development Bureau
 Scorer 4 - John Harrington, Contract Specialist, DHHS

Total Score
 Bidder 1 = 1298.0
 Bidder 2 = 1620.0
 Bidder 3 = 0.0
 Bidder 4 = 0.0

Score %
 Bidder 1 = 257.7
 Bidder 2 = 300.5
 Bidder 3 = 0.0
 Bidder 4 = 0.0

Total Bid Sums Concord

RFP #10-DCVF-CDB-RF-10 Child Care Resources & Referral Program Claremont D.O. Catchment Area RAR Tabulated Evaluation Form		Score 1 - K.Booth		Score 2 - E.Wheatley		Score 3 - S.Foley		Score 4 - J.Harrington		Score 5		Average 1	Average 2						
Claremont D.O. Catchment Area RAR Tabulated Evaluation Form	Categories	NHCAA	GSD	Bid 3	Bid 4	NHCAA	GSD	Bid 3	Bid 4	NHCAA	GSD	Bid 3	Bid 4	Bid 1	Bid 2	Bid 3	Bid 4		
Overall Review - up to 20 points each criteria (Value 10% of total)		17.0	16.0			15.0	15.0			15.0	15.0							17.0	16.0
a	Conformity in form and format to instructions contained in the RFP	16.0	16.0			20.0	16.0			15.0	16.0							17.0	16.0
b	Services proposed in response to proposal specifications	14.0	10.0			12.0	15.0			13.0	15.0							13.5	13.8
c	Qualifications and adequacy of staffing	12.0	14.0			12.0	12.0			15.0	15.0							12.3	14.0
d	Demonstrated capacity of the agency to implement the program	6.0	12.0			10.0	12.0			0.0	12.0							8.3	12.8
e	Cost effectiveness of proposal	10.0	16.0			12.0	16.0			10.0	15.0							11.0	15.3
Subtotal overall review		62.0	68.0	0.0	0.0	65.0	72.0	0.0	0.0	63.0	72.0	0.0	0.0	67.0	75.0	0.0	0.0	62.0	71.8
Subtotal at 10%		6.2	6.8	0.0	0.0	6.5	7.2	0.0	0.0	6.3	7.2	0.0	0.0	6.7	7.5	0.0	0.0	6.2	7.2
Experience - up to 20 points each criteria (Value 25% of total)																			
a	Past experience of the Bidder in providing this or a similar service	16.0	20.0			10.0	20.0			10.0	15.0							12.0	17.5
b	Past experience of the Bidder in working with the child care community and parent population	12.0	20.0			10.0	20.0			10.0	20.0							11.8	18.8
c	Demonstrated capacity to provide services within the catchment area	16.0	16.0			10.0	15.0			10.0	15.0							12.8	15.3
d	Demonstrated ability to work with the Department	16.0	16.0			15.0	16.0			10.0	16.0							14.0	16.3
e	Demonstrated program management and organizational ability of the applicant agency to carry out the proposed services within the required time-frames	10.0	16.0			10.0	14.0			10.0	15.0							11.3	15.0
Subtotal experience		70.0	80.0	0.0	0.0	65.0	75.0	0.0	0.0	60.0	70.0	0.0	0.0	67.0	75.0	0.0	0.0	61.8	72.8
Subtotal at 25%		17.5	22.5	0.0	0.0	16.25	18.75	0.0	0.0	15.0	17.5	0.0	0.0	16.75	18.75	0.0	0.0	15.4	18.2
Program Description - up to 20 points each criteria (Value 25% of total)																			
a	Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	20.0	10.0			18.0	14.0			15.0	15.0							17.0	13.5
b	Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	14.0			18.0	16.0			10.0	20.0							13.3	16.3
c	Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	14.0			15.0	15.0			10.0	20.0							15.0	16.0
d	Demonstrated capacity to manage the computer aspects of the program or presentation of a clear plan to develop that ability within a reasonable time frame	14.0	12.0			10.0	12.0			15.0	13.0							13.5	13.0
e	Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	18.0	12.0			5.0	13.0			15.0	15.0							13.3	13.8
Subtotal program description		82.0	62.0	0.0	0.0	66.0	70.0	0.0	0.0	65.0	63.0	0.0	0.0	75.0	75.0	0.0	0.0	72.0	72.5
Subtotal at 25%		20.5	15.5	0.0	0.0	16.5	17.5	0.0	0.0	16.25	15.75	0.0	0.0	18.75	18.75	0.0	0.0	18.0	18.1
Cost and Resources - up to 20 points each criteria (Value 30% of total)																			
a	The accuracy and completeness of the budget and budget narrative	16.0	12.0			20.0	15.0			15.0	15.0							17.0	14.3
b	The acceptability of the line item costs as detailed in the budget narrative	12.0	14.0			10.0	15.0			10.0	15.0							11.8	14.8
c	A cost effective approach to providing the proposed service	10.0	12.0			16.0	15.0			10.0	18.0							13.3	15.0
d	Staff resources of the Bidder to effectively administer and operate the program	12.0	16.0			15.0	14.0			10.0	15.0							13.0	15.0
e	Ability to obtain financial and additional resources from other sources to support the program	6.0	12.0			0.0	14.0			0.0	10.0							5.8	12.8
Subtotal cost and resources		60.0	66.0	0.0	0.0	61.0	73.0	0.0	0.0	45.0	73.0	0.0	0.0	75.0	75.0	0.0	0.0	60.8	71.8
Subtotal at 30%		18.0	19.8	0.0	0.0	18.3	21.9	0.0	0.0	13.5	21.9	0.0	0.0	22.5	22.5	0.0	0.0	18.2	21.5
Other - up to 20 points each criteria (Value 10% of total)																			
a	Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	10.0	12.0			2.0	14.0			10.0	15.0							9.3	14.0
b	Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	16.0	8.0			10.0	12.0			15.0	15.0							14.0	12.5
c	Plan to be responsive to the needs of the local NH DHHS Director Offices, community members, businesses, and local employers	16.0	20.0			15.0	15.0			15.0	20.0							15.3	17.5
d	Evidence of collaboration with other agencies within the community	4.0	16.0			8.0	15.0			10.0	20.0							9.3	16.5
e	Inclusion of parent participation in the program, CC and other staff, parents, and community members (including agencies, policy makers, public officials, and businesses) in the	16.0	12.0			20.0	16.0			15.0	20.0							16.5	16.3
Subtotal other		62.0	68.0	0.0	0.0	65.0	74.0	0.0	0.0	65.0	80.0	0.0	0.0	75.0	75.0	0.0	0.0	64.3	76.8
Subtotal at 10%		6.2	6.8	0.0	0.0	6.5	7.4	0.0	0.0	6.5	8.0	0.0	0.0	7.5	7.5	0.0	0.0	6.4	7.7
Grand Total		316.0	354.0	0.0	0.0	305.0	371.0	0.0	0.0	278.0	398.0	0.0	0.0	364.0	375.0	0.0	0.0	258.8	303.8
Grand Total at Percentage		68.4	77.4	0.0	0.0	61.3	76.3	0.0	0.0	64.1	79.1	0.0	0.0	73.6	78.0	0.0	0.0	64.3	75.2

Recommendation: Claremont School District
 Score 1 - Kristin Booth, Program Specialist IV, Child Development Bureau
 Score 2 - Ellen Wheatley, Administrator, Child Development Bureau
 Score 3 - Susan Foley, Program Specialist III, Child Development Bureau
 Score 4 - John Harrington, Contract Specialist, DHHS

Total Score
 Bidder 1 = 1263.0
 Bidder 2 = 1502.0
 Bidder 3 = 1500.0
 Bidder 4 = 0.0

Score @ %
 Bidder 1 = 267.2
 Bidder 2 = 320.4
 Bidder 3 = 312.0
 Bidder 4 = 0.0

Total Bid Sums Claremont 1

RFP #10-DCYF-COB-RR-10 Child Care Resource & Referral Program
Keene D.O. Catchment Area RAR Tabular Evaluation Form

Categories	Scorer 1 - K. Booth		Scorer 2 - E. Wheatley		Scorer 3 - S. Foley		Scorer 4 - J. Harrington		Scorer 6 -		Average 1	Average 2	
	NHCAA	ES	NHCAA	ES	NHCAA	ES	NHCAA	ES	Bid 1	Bid 2			Bid 3
Overall Review - up to 20 points each criteria (value 10% of total)													
a. Conformity in form and format to instructions contained in the RFP	18.0	14.0	20.0	16.0	15.0	10.0	15.0	15.0	15.0	15.0	17.0	13.8	
b. Services proposed in response to proposal specifications	14.0	12.0	12.0	16.0	13.0	18.0	15.0	15.0	15.0	15.0	13.5	15.3	
c. Qualifications and adequacy of staffing	12.0	20.0	12.0	20.0	10.0	20.0	15.0	15.0	15.0	15.0	12.3	16.8	
d. Demonstrated capacity of the agency to implement the program	8.0	16.0	10.0	20.0	10.0	20.0	15.0	15.0	15.0	15.0	10.8	17.8	
e. Cost effectiveness of proposal	14.0	16.0	12.0	15.0	15.0	20.0	15.0	15.0	15.0	15.0	14.0	16.5	
subtotal overall review	66.0	78.0	66.0	87.0	63.0	88.0	63.0	75.0	75.0	75.0	67.5	82.0	
subtotal at 10%	6.6	7.8	6.6	8.7	6.3	8.8	6.3	7.5	7.5	7.5	6.8	8.2	
Experience - up to 20 points each criteria (value 25% of total)													
a. Past experience of the Bidder in providing this or a similar service	16.0	20.0	10.0	20.0	10.0	20.0	15.0	15.0	15.0	15.0	12.5	16.8	
b. Past experience of the Bidder in working with the child care community and parent population	12.0	20.0	10.0	20.0	10.0	20.0	15.0	15.0	15.0	15.0	11.6	16.8	
c. Demonstrated capacity to provide services within the catchment area	16.0	20.0	10.0	20.0	10.0	20.0	15.0	15.0	15.0	15.0	13.3	16.8	
d. Demonstrated ability to work with the Department	16.0	18.0	15.0	18.0	10.0	20.0	15.0	15.0	15.0	15.0	14.0	17.9	
e. Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required timeframes	10.0	20.0	10.0	20.0	10.0	20.0	15.0	15.0	15.0	15.0	11.3	16.8	
subtotal experience	72.0	88.0	55.0	80.0	50.0	80.0	50.0	75.0	75.0	75.0	63.0	82.8	
subtotal at 25%	18.0	22.0	13.8	20.0	12.5	20.0	12.5	18.8	18.8	18.8	15.8	20.7	
Program Description - up to 20 points each criteria (value 25% of total)													
a. Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	20.0	8.0	18.0	14.0	15.0	15.0	15.0	15.0	15.0	15.0	17.0	13.0	
b. Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	20.0	18.0	20.0	10.0	15.0	10.0	15.0	15.0	15.0	13.3	17.5	
c. Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	16.0	15.0	18.0	10.0	15.0	10.0	15.0	15.0	15.0	15.0	16.0	
d. Demonstrated capacity to manage the computer aspects of the program or presentation of a clear plan to develop that ability within a reasonable time	16.0	12.0	10.0	13.0	15.0	20.0	15.0	15.0	15.0	15.0	14.0	15.5	
e. Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	16.0	18.0	10.0	16.0	10.0	15.0	10.0	15.0	15.0	15.0	12.8	16.0	
subtotal program description	82.0	74.0	61.0	77.0	60.0	80.0	60.0	75.0	75.0	75.0	72.0	76	
subtotal at 25%	20.5	18.5	15.3	19.3	15.0	20.0	15.0	18.8	18.8	18.8	18.0	19.5	
Cost and Resources - up to 20 points each criteria (value 30% of total)													
a. The accuracy and completeness of the budget and budget narrative	18.0	10.0	20.0	10.0	15.0	10.0	15.0	10.0	10.0	10.0	17.0	10.0	
b. The acceptability of the line item costs as detailed in the budget narrative	12.0	16.0	10.0	10.0	10.0	15.0	10.0	10.0	10.0	10.0	11.8	12.8	
c. A cost effective approach to providing the proposed service	14.0	18.0	18.0	15.0	10.0	20.0	10.0	15.0	10.0	10.0	14.3	15.8	
d. Over-allocations of the budget to unnecessary activities and support the program	10.0	20.0	12.0	20.0	10.0	20.0	10.0	15.0	10.0	10.0	11.8	17.5	
e. Ability to obtain, maintain and/or acquire resources from other sources to support this program	8.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.8	6.3	
subtotal cost and resources	62.0	74.0	60.0	65.0	60.0	70.0	60.0	75.0	60.0	60.0	60.5	62.3	
subtotal at 30%	18.6	22.2	18.0	19.5	18.0	21.0	18.0	22.5	18.0	18.0	18.2	18.7	
Other - up to 20 points each criteria (value 10% of total)													
a. Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	10.0	12.0	2.0	18.0	10.0	0.0	10.0	15.0	15.0	15.0	9.3	11.3	
b. Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	16.0	14.0	10.0	14.0	15.0	14.0	15.0	15.0	15.0	15.0	14.0	14.3	
c. Plan to be responsive to the needs of the local NH DHHS District Office, community members, businesses, and local employers	16.0	16.0	15.0	16.0	15.0	15.0	15.0	15.0	15.0	15.0	15.3	16.0	
d. Evidence of collaboration with other agencies within the community	4.0	16.0	8.0	16.0	10.0	15.0	10.0	15.0	15.0	15.0	8.3	15.5	
e. Evidence of a plan to be responsive to the needs of providers, program staff, families, and community members (including agencies, policy makers, subcontractors)	16.0	12.0	20.0	20.0	18.0	15.0	18.0	15.0	15.0	15.0	17.3	15.5	
subtotal other	62.0	70.0	65.0	68.0	63.0	68.0	63.0	75.0	68.0	68.0	65.0	72.5	
subtotal at 10%	6.2	7.0	6.5	6.8	6.3	6.8	6.3	7.5	6.8	6.8	6.5	7.3	
Grand Total	344.0	374.0	307.0	409.0	307.0	397.0	307.0	376.0	350.0	350.0	280.5	305.5	
Grand Total at Percentage	89.9	93.5	76.8	102.3	76.8	99.3	76.8	94.0	87.5	87.5	65.2	70.6	

Recommend: Easter Seals

Total Score Bidder 1 = 200.6
Bidder 2 = 1312.0
Bidder 3 = 280.6
Bidder 4 = 260.6

Score @ % Bidder 1 = 20.6
Bidder 2 = 131.2
Bidder 3 = 28.06
Bidder 4 = 26.06

Scorer 1 - Kristin Booth, Program Specialist IV, Child Development Bureau
Scorer 2 - Ellen Wheatley, Administrator, Child Development Bureau
Scorer 3 - Susan Foley, Program Specialist III, Child Development Bureau
Scorer 4 - John Harrington, Contract Specialist, DHHS

Total Bid Sums Keene

RF #130CY-CDB-RR-05 Child Care Resource & Referral Program
Conway D.O. Catchment Area RAR Tabulated Evaluation Form

Overall Review - up to 20 points each criteria (value 10% of total)	Score 1 - K.Booth				Score 2 - E.Wheatley				Score 3 - S.Foley				Score 4 - J.Harrington				Score 5 -			
	NHCAA	YMCC	Bid 3	Bid 4	NHCAA	YMCC	Bid 3	Bid 4	NHCAA	YMCC	Bid 3	Bid 4	NHCAA	YMCC	Bid 3	Bid 4	NHCAA	YMCC	Bid 3	Bid 4
a Conformity in form and format to instructions contained in the RFP	18.0	20.0			20.0	18.0			16.0	20.0			15.0	15			17.0	18.3	0.0	0.0
b Services proposed in response to proposal specifications	14.0	12.0			12.0	12.0			13.0	12.0			16.0	15			13.5	12.8	0.0	0.0
c Qualifications and adequacy of staffing	16.0	10.0			19.0	10.0			10.0	10.0			15.0	15			14.8	11.3	0.0	0.0
d Demonstrated capacity of the agency to implement the program	8.0	14.0			10.0	12.0			10.0	10.0			15.0	15			10.8	12.8	0.0	0.0
e Cost effectiveness of proposal	10.0	16.0			12.0	5.0			5.0	10.0			15.0	15			10.5	11.5	0.0	0.0
subtotal overall review	68.0	73.0	0.0	0.0	73.0	67.0	0.0	0.0	63.0	69.0	0.0	0.0	73.0	75.0	0.0	0.0	66.5	66.5	0.0	0.0
subtotal at 10%	6.8	7.3	0.0	0.0	7.3	6.7	0.0	0.0	6.3	6.9	0.0	0.0	7.3	7.5	0.0	0.0	6.65	6.65	0.0	0.0
Experience - up to 20 points each criteria (value 25% of total)																				
a Past experience of the Bidder in providing this or a similar service	10.0	14.0			10.0	12.0			10.0	15.0			15.0	15.0			11.3	14.0	0.0	0.0
b Past experience of the Bidder in working with the child care community and parent population	12.0	10.0			10.0	15.0			10.0	10.0			15.0	15.0			11.8	10.0	0.0	0.0
c Demonstrated capacity to provide services within the catchment area	14.0	8.0			10.0	8.0			10.0	10.0			15.0	15.0			12.3	7.8	0.0	0.0
d Demonstrated ability to work with the Department	16.0	16.0			15.0	5.0			10.0	13.0			15.0	15.0			14.0	12.3	0.0	0.0
e Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames	10.0	18.0			10.0	15.0			10.0	15.0			15.0	15.0			11.3	15.8	0.0	0.0
subtotal experience	62.0	68.0	0.0	0.0	65.0	55.0	0.0	0.0	62.0	67.0	0.0	0.0	75.0	75.0	0.0	0.0	60.5	60.5	0.0	0.0
subtotal at 25%	15.5	17.0	0.0	0.0	16.25	13.75	0.0	0.0	15.5	16.75	0.0	0.0	18.75	18.75	0.0	0.0	15.125	15.125	0.0	0.0
Program Description - up to 20 points each criteria (value 25% of total)																				
a Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	20.0	10.0			16.0	14.0			15.0	18.0			15.0	15.0			17.0	14.3	0.0	0.0
b Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	16.0			18.0	18.0			10.0	15.0			15.0	15.0			13.3	16.0	0.0	0.0
c Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	12.0			15.0	0.0			10.0	10.0			15.0	15.0			15.0	9.3	0.0	0.0
d Plan to develop that ability within a reasonable time frame	14.0	12.0			10.0	18.0			15.0	20.0			15.0	15.0			13.5	16.3	0.0	0.0
e Acceptable levels for both the recruitment and training portions of the program	18.0	8.0			10.0	10.0			15.0	12.0			18.0	15.0			14.5	11.3	0.0	0.0
subtotal program description	82.0	52.0	0.0	0.0	71.0	60.0	0.0	0.0	63.0	75.0	0.0	0.0	75.0	75.0	0.0	0.0	73.3	67	0.0	0.0
subtotal at 25%	20.5	13.0	0.0	0.0	17.75	15.0	0.0	0.0	15.75	18.75	0.0	0.0	18.75	18.75	0.0	0.0	18.3125	16.75	0.0	0.0
Cost and Resources - up to 20 points each criteria (value 20% of total)																				
a The accuracy and completeness of the budget and budget narrative	18.0	8.0			20.0	10.0			16.0	10.0			15.0	10.0			17.3	9.5	0.0	0.0
b The acceptability of the line item costs as detailed in the budget narrative	16.0	10.0			10.0	10.0			10.0	12.0			15.0	14.0			12.8	11.5	0.0	0.0
c A cost effective approach to providing the proposed service	10.0	16.0			15.0	5.0			10.0	10.0			15.0	14.0			12.5	11.3	0.0	0.0
d Staff resources of the Bidder to effectively administer and operate the program	20.0	14.0			15.0	5.0			16.0	10.0			15.0	15.0			16.5	11.0	0.0	0.0
e Ability to obtain financial and additional resources from other sources to support this program	8.0	14.0			0.0	0.0			0.0	10.0			16.0	15.0			8.8	9.8	0.0	0.0
subtotal cost and resources	72.0	62.0	0.0	0.0	60.0	30.0	0.0	0.0	62.0	52.0	0.0	0.0	66.0	60.0	0.0	0.0	64.8	53.0	0.0	0.0
subtotal at 20%	14.4	12.4	0.0	0.0	12.0	6.0	0.0	0.0	12.4	10.4	0.0	0.0	13.2	12.0	0.0	0.0	12.96	10.6	0.0	0.0
Other - up to 20 points each criteria (value 10% of total)																				
a Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	10.0	14.0			2.0	10.0			10.0	14.0			15.0	15.0			9.3	13.3	0.0	0.0
b Demonstrated plan to be responsive to the increased need for migrant care, special needs care, and child care during non-traditional hours	16.0	6.0			10.0	10.0			15.0	0.0			15.0	15.0			14.0	9.3	0.0	0.0
c Plan to be responsive to the needs of the local non-traditional office, community members, businesses, and local employers	16.0	10.0			15.0	5.0			15.0	10.0			15.0	15.0			15.3	10.0	0.0	0.0
d Evidence of collaboration with other agencies within the community	4.0	6.0			8.0	12.0			10.0	5.0			15.0	15.0			9.3	9.5	0.0	0.0
e Inclusion of a plan to be responsive to the needs of providers, DO and NHCPR staff, families, and community members (including agencies, policy makers, public officials, and businesses) in the catchment area	16.0	6.0			20.0	10.0			15.0	10.0			15.0	15.0			16.5	10.3	0.0	0.0
subtotal other at 10%	6.2	4.4	0.0	0.0	8.8	4.7	0.0	0.0	8.5	3.9	0.0	0.0	7.5	7.5	0.0	0.0	6.4	5.1	0.0	0.0
Grand Total	344.0	302.0	0.0	0.0	313.0	248.0	0.0	0.0	288.0	271.0	0.0	0.0	375.0	368.0	0.0	0.0	262.8	231.0	0.0	0.0
Grand Total at Percentage	70.4	61.2	0.0	0.0	62.6	49.6	0.0	0.0	57.6	54.2	0.0	0.0	75.0	73.6	0.0	0.0	52.56	46.4	0.0	0.0

Total Score
 Bidder 1 = 1317.0
 Bidder 2 = 1190.0
 Bidder 3 = 1000.0
 Bidder 4 = 0.0

Score @ %
 Bidder 1 = 263.8
 Bidder 2 = 237.8
 Bidder 3 = 100.0
 Bidder 4 = 0.0

Total Bid Summs Conway

RFQ #13-001F-QDB-RR-03 Child Care Resource & Referral Program

Bascoast Catchment area	Scorer 1 - K. Booth				Scorer 2 - E. Whalley				Scorer 3 - S. Foley				Scorer 4 - J. Harrington				Scorer 5 -			
	NHCAA	BNHS	Bid 3	Bid 4	NHCAA	BNHS	Bid 3	Bid 4	NHCAA	BNHS	Bid 3	Bid 4	NHCAA	BNHS	Bid 3	Bid 4	NHCAA	BNHS	Bid 3	Bid 4
Overall Review - up to 20 points each criteria (Value 10% of total)	18	20			20	20			15	20			15	15			17.0	18.8	0.0	0.0
Continuity in form and format to instructions contained in the RFP	14	20			12	15			10	20			15	15			12.8	17.5	0.0	0.0
Services proposed in response to proposal specifications	16	14			15	16			10	15			15	15			14.0	15.0	0.0	0.0
Qualifications and adequacy of staffing	8	20			10	17			10	20			15	15			10.8	16.0	0.0	0.0
Demonstrated capacity of the agency to implement the program	12	10			12	10			15	15			15	15			13.5	12.5	0.0	0.0
Cost effectiveness of proposal	6.8	8.0	0.0	0.0	8.0	7.8	0.0	0.0	6.0	8.0	0.0	0.0	7.5	7.5	0.0	0.0	6.8	8.1	0.0	0.0
Experience - up to 20 points each criteria (Value 25% of total)	18.0	20.0			10.0	20.0			10.0	20.0			15.0	15.0			12.8	16.8	0.0	0.0
Past experience of the Bidder in providing this or a similar service	12.0	18.0			10.0	20.0			10.0	20.0			15.0	15.0			11.8	16.3	0.0	0.0
Past experience of the Bidder in working with the child care community and parent population	18.0	20.0			10.0	20.0			10.0	15.0			15.0	15.0			12.8	17.5	0.0	0.0
Demonstrated capacity to provide services within the catchment area	18.0	20.0			15.0	15.0			10.0	20.0			15.0	15.0			14.0	17.5	0.0	0.0
Demonstrated ability to work with the Department	10.0	18.0			10.0	14.0			10.0	20.0			15.0	15.0			11.3	16.8	0.0	0.0
Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames	17.3	24.0	0.0	0.0	17.3	22.3	0.0	0.0	12.3	22.3	0.0	0.0	18.3	18.3	0.0	0.0	15.6	22.2	0.0	0.0
Subtotal experience at 25%	17.3	24.0	0.0	0.0	17.3	22.3	0.0	0.0	12.3	22.3	0.0	0.0	18.3	18.3	0.0	0.0	15.6	22.2	0.0	0.0
Program Description - up to 20 points each criteria (Value 25% of total)	20.0	20.0			18.0	20.0			15.0	15.0			15.0	15.0			17.0	17.5	0.0	0.0
Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	10.0	18.0			18.0	20.0			15.0	15.0			15.0	15.0			13.3	16.5	0.0	0.0
Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	18.0			18.0	20.0			10.0	15.0			15.0	15.0			15.0	16.5	0.0	0.0
Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	20.0			18.0	18.0			10.0	15.0			15.0	15.0			13.5	14.5	0.0	0.0
Demonstrated capacity to manage the computer aspects of the program or presentation of a clear plan to develop that ability within a reasonable time	14.0	18.0			10.0	12.0			15.0	15.0			15.0	15.0			15.0	16.5	0.0	0.0
Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	18.0	10.0			10.0	12.0			15.0	20.0			15.0	15.0			14.0	14.3	0.0	0.0
Cost and Resources - up to 20 points each criteria (Value 30% of total)	20.0	20.0	0.0	0.0	17.3	20.0	0.0	0.0	16.3	20.0	0.0	0.0	18.3	18.3	0.0	0.0	18.2	19.8	0.0	0.0
Subtotal program description at 25%	20.0	20.0	0.0	0.0	17.3	20.0	0.0	0.0	16.3	20.0	0.0	0.0	18.3	18.3	0.0	0.0	18.2	19.8	0.0	0.0
Subtotal program description at 30%	18.0	12.0			20.0	20.0			15.0	18.0			15.0	15.0			17.0	16.3	0.0	0.0
The accuracy and completeness of the budget and budget narrative	12.0	10.0			10.0	10.0			10.0	15.0			15.0	15.0			11.8	12.5	0.0	0.0
The acceptability of the line item costs as detailed in the budget narrative	14.0	16.0			18.0	15.0			10.0	15.0			15.0	15.0			14.5	15.3	0.0	0.0
A cost effective approach to providing the proposed service	12.0	14.0			12.0	15.0			10.0	15.0			15.0	15.0			12.3	14.8	0.0	0.0
Staff resources of the Bidder to effectively administer and operate the program	8.0	12.0			0.0	0.0			0.0	15.0			15.0	15.0			5.8	10.5	0.0	0.0
Agency to obtain, maintain and reassign resources from other sources to support this program	8.0	12.0			0.0	0.0			0.0	15.0			15.0	15.0			6.1	8.3	0.0	0.0
Subtotal cost and resources at 20%	19.2	19.2	0.0	0.0	18.3	18.0	0.0	0.0	15.6	23.4	0.0	0.0	22.5	22.5	0.0	0.0	18.4	20.8	0.0	0.0
Subtotal cost and resources at 30%	10.0	20.0			2.0	20.0			15.0	15.0			15.0	15.0			10.5	17.5	0.0	0.0
Other - up to 20 points each criteria (Value 10% of total)	16.0	18.0			10.0	18.0			15.0	20.0			15.0	15.0			14.0	17.8	0.0	0.0
Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	16.0	18.0			10.0	18.0			15.0	20.0			15.0	15.0			15.3	15.5	0.0	0.0
Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	16.0	14.0			15.0	16.0			15.0	15.0			15.0	15.0			10.5	17.8	0.0	0.0
Plan to be responsive to the needs of the local NH Childs United Office, community members, businesses, and local employers	4.0	20.0			8.0	18.0			15.0	18.0			15.0	15.0			16.5	16.5	0.0	0.0
Evidence of collaboration with other agencies within the community	6.0	18.0			20.0	18.0			15.0	15.0			15.0	15.0			6.8	9.5	0.0	0.0
Inclusion of a plan to be responsive to the needs of providers, including RFP staff, families, and community members (including agencies, policy makers, subcontractors)	5.3	2.0	0.0	0.0	8.5	2.2	0.0	0.0	7.5	2.2	0.0	0.0	7.5	2.2	0.0	0.0	6.7	8.5	0.0	0.0
Subtotal other at 10%	344.0	416.0	0.0	0.0	311.0	398.0	0.0	0.0	288.0	428.0	0.0	0.0	376.0	376.0	0.0	0.0	263.3	322.3	0.0	0.0
Grand Total	93.7	81.1	0.0	0.0	62.2	77.3	0.0	0.0	65.8	84.5	0.0	0.0	73.0	73.0	0.0	0.0	65.7	79.5	0.0	0.0
Recommendation																				

Total Score
 Bidder 1 = 666
 Bidder 2 = 317.5
 Bidder 3 = 0.0

Score @ %
 Bidder 1 = 262.7
 Bidder 2 = 317.5
 Bidder 3 = 0.0

Bidder 1 - K. Booth
 Bidder 2 - E. Whalley
 Bidder 3 - S. Foley
 Bidder 4 - J. Harrington

Total Bid Sums Seacoast:

FP #13-DCYF-CDB-RR-05 Berlin/Litliston D.O. Catchment Area RAR Categories	Bidder 1 - K. Booth		Bidder 2 - E. Wheslley		Bidder 3 - S. Foley		Bidder 4 - J. Harrington		Average 1	Average 2	Average 3	Average 4
	NHCAA	WIMCC	NHCAA	WIMCC	NHCAA	WIMCC	NHCAA	WIMCC				
Overall Review - up to 20 points each criteria (value 10% of total)	18.0	20.0	20.0	18.0	14.0	14.0	15.0	15.0	17.8	16.8	0.0	0.0
Conformity in form and format to instructions contained in the RFP	14.0	12.0	10.0	10.0	12.0	13.0	12.0	15.0	13.0	12.8	0.0	0.0
Services proposed in response to proposal specifications	16.0	20.0	12.0	12.0	15.0	10.0	15.0	15.0	13.3	18.3	0.0	0.0
Qualifications and adequacy of staffing	8.0	14.0	10.0	10.0	12.0	10.0	14.0	15.0	10.8	13.8	0.0	0.0
Demonstrated capacity of the agency to implement the program	14.0	16.0	12.0	12.0	5.0	15.0	10.0	15.0	14.0	11.5	0.0	0.0
Cost effectiveness of proposal	70.0	82.0	64.0	62.0	65.0	64.0	65.0	75.0	68.8	71.0	0.0	0.0
subtotal overall review	7.0	8.2	6.4	6.2	6.5	6.5	6.5	7.5	6.9	7.1	0.0	0.0
subtotal at 10%												
Experience - up to 20 points each criteria (value 25% of total)	10.0	14.0	10.0	17.0	10.0	14.0	10.0	15.0	11.3	15.0	0.0	0.0
Past experience of the Bidder in providing this or a similar service	12.0	10.0	10.0	12.0	10.0	14.0	10.0	15.0	11.8	12.8	0.0	0.0
Past experience of the Bidder in working with the child care community and parent population	14.0	12.0	10.0	12.0	10.0	12.0	10.0	15.0	12.3	12.8	0.0	0.0
Demonstrated capacity to provide services within the catchment area	16.0	16.0	16.0	5.0	10.0	10.0	10.0	15.0	14.0	11.5	0.0	0.0
Demonstrated ability to work with the Department	10.0	18.0	10.0	15.0	10.0	10.0	10.0	15.0	11.3	14.5	0.0	0.0
Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames	15.5	17.5	12.5	15.5	12.5	15.5	12.5	18.5	15.125	16.625	0.0	0.0
subtotal experience												
subtotal at 25%												
Program Description - up to 20 points each criteria (value 25% of total)	20.0	10.0	18.0	14.0	15.0	15.0	15.0	15.0	17.0	13.5	0.0	0.0
Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	10.0	16.0	18.0	18.0	10.0	15.0	10.0	15.0	13.3	16.0	0.0	0.0
Presentation of a preliminary work plan including a realistic timeline for project implementation	20.0	12.0	15.0	0.0	10.0	10.0	10.0	15.0	15.0	9.3	0.0	0.0
Demonstrated capacity to maximize utilization of services within the catchment area	14.0	12.0	5.0	18.0	15.0	20.0	15.0	15.0	12.3	16.3	0.0	0.0
Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	18.0	8.0	5.0	8.0	10.0	10.0	10.0	15.0	11.5	10.3	0.0	0.0
subtotal program description	80.0	38.0	70.0	38.0	70.0	70.0	70.0	75.0	69.0	63.25	0.0	0.0
subtotal at 25%	20.0	74.0	20.0	15.3	14.3	20.0	20.0	18.8	17.25	16.3125	0.0	0.0
Cost and Resources - up to 20 points each criteria (value 20% of total)	16.0	8.0	20.0	10.0	15.0	10.0	15.0	10.0	17.0	9.5	0.0	0.0
The accuracy and completeness of the budget and budget narrative	12.0	14.0	10.0	4.0	10.0	0.0	10.0	15.0	11.8	8.3	0.0	0.0
The acceptability of the line item costs as detailed in the budget narrative	14.0	16.0	16.0	10.0	10.0	10.0	15.0	15.0	14.3	12.8	0.0	0.0
A cost effective approach to providing the proposed service	12.0	14.0	15.0	10.0	15.0	10.0	15.0	15.0	14.3	12.3	0.0	0.0
Staff resources of the Bidder to effectively administer and operate the program	8.0	14.0	0.0	14.0	0.0	0.0	15.0	15.0	5.8	13.3	0.0	0.0
Ability to obtain financial and additional resources from other sources to support this program	64.0	66.0	63.0	46.0	60.0	40.0	60.0	70.0	63.0	56.0	0.0	0.0
subtotal cost and resources	78.2	79.8	78.8	74.4	72.0	72.0	72.0	77.0	75.3	68.9	0.0	0.0
subtotal at 20%												
Other - up to 20 points each criteria (value 10% of total)	10.0	14.0	2.0	5.0	10.0	15.0	15.0	15.0	9.3	12.3	0.0	0.0
Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	16.0	6.0	10.0	10.0	15.0	10.0	15.0	15.0	14.0	10.8	0.0	0.0
Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	16.0	10.0	15.0	12.0	15.0	10.0	15.0	15.0	15.3	11.8	0.0	0.0
Plan to be responsive to the needs of the local NH DHHS District Office, community members, businesses, and local employers	4.0	8.0	8.0	14.0	12.0	12.0	15.0	15.0	9.8	11.8	0.0	0.0
Evidence of collaboration with other agencies within the community	16.0	6.0	20.0	8.0	15.0	12.0	15.0	15.0	16.5	10.3	0.0	0.0
Inclusion of a plan to be responsive to the needs of providers, DO and NHEP staff, families, and community members (including agencies, policy makers, public officials, and businesses) in the catchment area.	82.0	44.0	65.0	49.0	60.0	58.0	60.0	75.0	64.8	58.8	0.0	0.0
subtotal other	6.2	4.4	6.5	4.9	6.7	4.8	6.0	7.8	6.5	5.7	0.0	0.0
subtotal at 10%												
Grand Total	338.0	320.0	308.0	278.0	300.0	284.0	375.0	370.0	257.3	244.5	0.0	0.0
Grand Total at Percentage	87.9	84.4	80.0	69.5	75.0	71.0	93.8	92.5	64.6	62.5	0.0	0.0

Bidder 1 - K. Booth
Bidder 2 - E. Wheslley
Bidder 3 - S. Foley
Bidder 4 - J. Harrington

Total Score Bidder 1 = 1304
Score % Bidder 1 = 295.5

RFP #13-OCYF-COB-RR-05 Child Care Resources & Referral Program		Scorer 1 - K.Booth		Scorer 2 - E. Vneshley		Scorer 3 - S. Foley		Scorer 4 - J. Harrington		Scorer 5 -								
Southern D.O. Catchment Area R&R Tabulated Evaluation Form		NHCAA	SNHS	Bid 3	Bid 4	NHCAA	SNHS	Bid 3	Bid 4	NHCAA	SNHS	Bid 3	Bid 4	NHCAA	SNHS	Bid 3	Bid 4	Average
Overall Review - up to 20 points each criteria (value 10% of total)																		17.5
a	Conformity in form and format to instructions contained in the RFP	20	12			20	18			15.0	15.0	15		15.0	15			13.5
b	Services proposed in response to proposal specifications	14	20			12	20			13.0	10.0	15		15.0	15			14.3
c	Qualifications and adequacy of staffing	14.0	16			15	20			10.0	15.0	15		18.0	15			14.5
d	Demonstrated capacity of the agency to implement the program	20	20			10	20			10.0	20.0	15		18.0	15			14.5
e	Cost effectiveness of proposal	4	16			60	20			0.0	10.0	15		10.0	15			18.5
	subtotal overall review	72.0	88.0	0.0	0.0	117.0	88.0	0.0	0.0	48.0	70.0	0.0	0.0	76.0	76.0	0.0	0.0	78.3
	subtotal at 10%	7.2	8.8	0.0	0.0	11.7	8.8	0.0	0.0	4.8	7.0	0.0	0.0	7.6	7.6	0.0	0.0	8.2
Experience - up to 20 points each criteria (value 25% of total)																		14.3
a	Past experience of the Bidder in providing this or a similar service	20.0	20.0			10.0	20.0			10.0	20.0	15.0		17.0	15.0			14.3
b	Past experience of the Bidder in working with the child care community and parent population	20.0	20.0			10.0	20.0			10.0	20.0	15.0		17.0	15.0			14.3
c	Demonstrated capacity to provide services within the catchment area	20.0	20.0			10.0	20.0			10.0	20.0	15.0		17.0	15.0			14.3
d	Demonstrated ability to work with the Department	20.0	20.0			15.0	20.0			10.0	20.0	15.0		17.0	15.0			15.5
Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames		16.0	20.0			16.0	20.0			10.0	20.0	15.0		17.0	15.0			13.3
	subtotal experience at 25%	64.0	80.0	0.0	0.0	66.0	80.0	0.0	0.0	26.0	40.0	0.0	0.0	28.0	28.0	0.0	0.0	71.5
	subtotal experience at 10%	6.4	8.0	0.0	0.0	6.6	8.0	0.0	0.0	2.6	4.0	0.0	0.0	2.8	2.8	0.0	0.0	17.9
Program Description - up to 20 points each criteria (value 25% of total)																		16.8
a	Presentation of a complete and detailed program description, that is responsive to the RFP, but does not simply restate the language of the RFP	16.0	20.0			18.0	20.0			15.0	15.0	15.0		15.0	15.0			16.0
b	Presentation of a preliminary work plan including a realistic timeline for project implementation	16.0	20.0			18.0	18.0			10.0	20.0	15.0		15.0	15.0			14.8
c	Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	20.0			15.0	17.0			10.0	20.0	15.0		15.0	15.0			15.0
d	Demonstrated capacity to manage the computer aspects of the program or presentation of a clear plan to develop that ability within a reasonable time	20.0	20.0			10.0	20.0			15.0	20.0	15.0		15.0	15.0			15.0
e	Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	12.0	0.0			10.0	0.0			15.0	0.0	15.0		15.0	15.0			3.8
	subtotal program description at 25%	64.0	80.0	0.0	0.0	71.0	73.0	0.0	0.0	65.0	75.0	0.0	0.0	75.0	75.0	0.0	0.0	73.8
	subtotal program description at 10%	6.4	0.0	0.0	0.0	7.1	7.3	0.0	0.0	6.5	7.5	0.0	0.0	7.5	7.5	0.0	0.0	18.4
Cost and Resources - up to 20 points each criteria (value 30% of total)																		19.1
a	The accuracy and completeness of the budget and budget narrative	10.0	18.0			20.0	20.0			15.0	20.0	17.0		18.0	18.0			15.5
b	The acceptability of the line item costs as detailed in the budget narrative	12.0	14.0			10.0	20.0			0.0	15.0	10.0		18.0	18.0			8.0
c	A cost effective approach to providing the proposed services	4.0	18.0			18.0	20.0			0.0	18.0	10.0		18.0	18.0			8.0
d	Use of resources of the bidder to enhance administrator and supervisor program	20.0	18.0			12.0	20.0			10.0	15.0	15.0		15.0	15.0			14.3
e	Support this program	4.0	18.0			0.0	0.0			0.0	20.0	8.0		15.0	15.0			16.5
	subtotal cost and resources at 30%	50.0	82.0	0.0	0.0	60.0	80.0	0.0	0.0	26.0	85.0	0.0	0.0	60.0	84.0	0.0	0.0	3.0
	subtotal cost and resources at 10%	5.0	8.2	0.0	0.0	6.0	8.0	0.0	0.0	2.6	8.5	0.0	0.0	6.0	8.4	0.0	0.0	48.8
	subtotal other	14.0	24.0	0.0	0.0	18.0	24.0	0.0	0.0	7.5	26.4	0.0	0.0	18.0	25.2	0.0	0.0	14.6
	Grand Total	356.0	440.0	0.0	0.0	361.0	447.0	0.0	0.0	263.0	428.0	0.0	0.0	371.0	384.0	0.0	0.0	258.5
	Grand Total at Percentage	72.6	87.4	0.0	0.0	87.0	87.0	0.0	0.0	45.6	86.7	0.0	0.0	73.1	77.7	0.0	0.0	84.7
Recommendations																		65.3

Bidder 1 - K. Booth
Bidder 2 - E. Vneshley
Bidder 3 - S. Foley
Bidder 4 - J. Harrington

Total Score
Bidder 1 = 261.3
Bidder 2 = 338.7
Bidder 3 = 0.0
Bidder 4 = 0.0

Score %
Bidder 1 = 52.25
Bidder 2 = 0.0
Bidder 3 = 0.0
Bidder 4 = 0.0

Total Bid Sums Southern

RFP #13-DCYF-CDB-RR-05 Child Care Resource & Referral Program

Overall Review - up to 20 points each criteria (Value 10% of total)	Scorer 1 - K. Booth		Scorer 2 - E. Wheatley		Scorer 3 - S. Foley		Scorer 4 - J. Harrington		Scorer 5 -			
	NHCAA	SNHS/CAP/SC Bid 4	NHCAA	SNHS/CAP/SC Bid 4	NHCAA	SNHS/CAP/SC Bid 4	NHCAA	SNHS/CAP/SC Bid 4	Bid 1	Bid 2	Bid 3	Bid 4
Conformity in form and format to instructions contained in the RFP	18	20	10	12	15.0	20.0	10.0	15.0	15.0	15.0		
Services proposed in response to proposal specifications	14	20	14	12	12.0	15.0	12.0	12.0	15.0	15.0		
Qualifications and adequacy of staffing	12	18	12	10	15.0	15.0	10.0	15.0	15.0	15.0		
Demonstrated capacity of the agency to implement the program	8	20	16	10	10.0	17.0	15.0	12.0	15.0	15.0		
Cost effectiveness of proposal	14	18	18	10	12.0	15.0	14.0	10.0	15.0	15.0		
subtotal overall review	65.0	96.0	70.0	0.0	69.0	82.0	63.0	0.0	64.0	76.0	0.0	0.0
subtotal at 10%	6.5	9.6	7.0	0.0	6.9	8.2	6.3	0.0	6.4	7.6	0.0	0.0
Experience - up to 20 points each criteria (Value 25% of total)												
Past experience of the Bidder in providing this or a similar service	12.0	20.0	12	12	10.0	20.0	12	10	15.0	15.0		
Past experience of the Bidder in working with the child care community and parent population	14.0	18.0	12	12	10.0	20.0	15	14	15.0	15.0		
Demonstrated capacity to provide services within the catchment area	16.0	20.0	20	20	10.0	20.0	15	14	15.0	15.0		
Demonstrated ability to work with the Department	16.0	20.0	12	12	15.0	15.0	10	10	15.0	15.0		
Demonstrated program management and organizational ability of the applicant agency to carry out the proposed service within the required time-frames	10.0	20.0	10	8	10.0	14.0	8	10	15.0	15.0		
subtotal experience at 25%	66.0	96.0	66.0	0.0	55.0	69.0	60.0	0.0	60.0	75.0	0.0	0.0
subtotal at 25%	16.5	24.0	16.5	0.0	13.8	17.3	15.0	0.0	15.0	18.8	0.0	0.0
Program Description - up to 20 points each criteria (Value 25% of total)												
Presentation of a complete and detailed program description that is responsive to the RFP, but does not simply restate the language of the RFP	20.0	20.0	14	12	18.0	20.0	12	10	15.0	15.0		
Presentation of a preliminary work plan including a realistic timeline for project implementation	10.0	16.0	10	10	18.0	20.0	10	10	15.0	15.0		
Presentation of an outreach plan to maximize utilization of services within the catchment area	20.0	20.0	12	12	15.0	16.0	12	10	15.0	15.0		
Demonstrated capacity to manage the computer aspects of the program or presentation of a clear plan to develop that ability within a reasonable time frame	16.0	18.0	10	10	10.0	12.0	10	5	15.0	15.0		
Presentation of a clearly stated evaluation process and quantifiable outcome measures at acceptable levels for both the recruitment and training portions of the program	12.0	10.0	4	8	10.0	17.0	8	10	15.0	15.0		
subtotal program description	16.0	20.0	10	10	17.0	21.0	10	10	18.0	18.0	0.0	0.0
subtotal at 25%	4.0	5.0	2.5	2.5	4.25	5.25	2.5	2.5	4.5	4.5	0.0	0.0
Cost and Resources - up to 20 points each criteria (Value 30% of total)												
The accuracy and completeness of the budget and budget narrative	16.0	12.0	12	12	20.0	20.0	16	10	17.0	15.0		
The acceptability of the line item costs as detailed in the budget narrative	12.0	16.0	14	14	10.0	14.0	10	10	15.0	15.0		
A cost effective approach to providing the proposed service	14.0	20.0	10	14	18.0	15.0	14	10	15.0	15.0		
Staff resources of the Bidder to effectively administer and operate the program	10.0	14.0	18	18	12.0	15.0	18	10	15.0	15.0		
Ability to obtain financial and additional resources from other sources to support this program	8.0	6.0	8	8	0.0	0.0	10	0.0	5.0	10.0		
subtotal cost and resources at 30%	62.0	60.0	60.0	0.0	60.0	64.0	66.0	0.0	45.0	60.0	0.0	0.0
subtotal at 30%	18.6	20.4	18.0	0.0	18.0	19.2	20.4	0.0	13.5	18.5	0.0	0.0
Other - up to 20 points each criteria (Value 10% of total)												
Creative response to meeting the unique needs of the community to be served such as, but not limited to, English proficiency and cultural diversity	10.0	20.0	8	8	2.0	20.0	6	5	15.0	15.0		
Demonstrated plan to be responsive to the increased need for infant care, special needs care, and child care during non-traditional hours	16.0	18.0	6	6	10.0	18.0	6	5	15.0	15.0		
Plan to be responsive to the needs of the local NH DHHS District Office, community members, businesses, and local employers	16.0	14.0	20	20	15.0	18.0	20	15	15.0	15.0		
Evidence of collaboration with other agencies within the community	4.0	20.0	10	10	8.0	16.0	10	10	15.0	15.0		
Inclusion of a plan to be responsive to caregivers, parents, DO staff, and other community members (including agencies, policy makers, public officials, and businesses) in the	16.0	18.0	10	10	20.0	18.0	16	10	15.0	15.0		
subtotal other	62.0	90.0	64.0	0.0	55.0	92.0	68.0	0.0	65.0	75.0	0.0	0.0
subtotal other at 10%	6.2	9.0	6.4	0.0	5.5	9.2	6.8	0.0	6.5	7.5	0.0	0.0
Grand Total	338.0	434.0	300.0	0.0	310.6	412.6	301.0	0.0	288.0	425.0	252.0	0.0
Grand Total at Percentage	67.6	86.8	60.0	0.0	62.1	82.5	60.2	0.0	57.6	85.0	50.4	0.0

Recommendation

Bidder 1 - K. Booth
 Bidder 2 - E. Wheatley
 Bidder 3 - S. Foley
 Bidder 4 - J. Harrington

Total Score
 Bidder 1 = 1311.0
 Bidder 2 = 1646.0
 Bidder 3 = 1228.0
 Bidder 4 = 0.0

Score @ %
 Bidder 1 = 260.5
 Bidder 2 = 323.9
 Bidder 3 = 246.5
 Bidder 4 = 0.0

Total Bid Summ Rochester

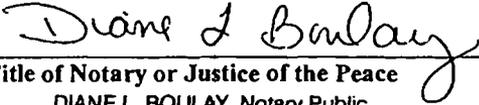
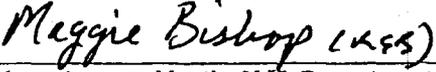
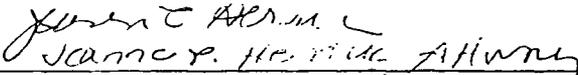
Subject: Child Care Resource & Referral Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-621-3463	1.6 Account Number 05-95-42-421110-29780000- 102-500731-40035201	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$742,078.00
1.9 Contracting Officer for State Agency John Harrington		1.10 State Agency Telephone Number 603-271-9540	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, Chief Financial Officer	
1.13 Acknowledgement: State of <u>NH</u>, County of <u>Hillsborough</u> On <u>3/29/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace DIANE L. BOULAY, Notary Public My Commission Expires September 3, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2 Apr. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: ET
Date: 3/20/2011

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: ET
Date: 5/22/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

DATE: March 18, 2013

CONTRACT: CC Resource and Referral Programs for DCYF Manchester, Concord and Keene catchment areas

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR NAME: Easter Seals New Hampshire, Inc.

ADDRESS: 555 Auburn Street
Manchester, NH 03103

TELEPHONE: 603-623-8863

REPRESENTATIVE: Elin Treanor
TITLE: Chief Financial Officer

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- 1.1 That, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- 1.2 To use its best efforts to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds;
- 1.3 To complete the full scope of services in Exhibit A; and
- 1.4 To serve families and providers in the Manchester, Concord and Keene District Office (DO) catchment areas (hereinafter "catchment areas") in need of child care resource, referral, recruitment, and/or educational training.

2. Services To Be Provided:

2.1 Perform the services of this contract in accordance with the following program goals:

- a. Ensure that high quality, culturally competent, Child Care Resource & Referral (CCR&R) services are known and accessible to the widest possible number of families, providers, businesses and community members within the catchment areas, including services to limited English proficient families and providers, and in consideration of a variety of diversity issues;

- b. Serve as a resource of data and information regarding early care and education (ECE);
- c. Provide high quality referrals and consumer education to families seeking child care including but not limited to families receiving NH child care scholarship funds or who are on a wait list to do so;
- d. Prioritize the accessibility of high quality care within the catchment areas through targeted technical assistance to child care providers to improve quality for families receiving child care scholarship funds.
- e. Positively impact the quality of child care within the catchment areas by providing professional development for child care providers, which is focused on the Early Childhood Core Knowledge Areas.
- f. Use technology as appropriate and feasible for purposes that may include, but not be limited to providing referrals and consumer information to families, training to child care providers, attending meetings, and information dissemination.

Outreach

2.2 Outreach to the catchment areas by:

- a. Operating offices located within each of the catchment areas. Office hours shall be 8:30-4:30, Monday through Friday and shall be publicized in all correspondence. Walk-ins shall be welcomed as well as clients seeking services via phone calls;
- b. Providing a toll free number to allow families and providers access to services. This number shall have voicemail that gives the caller hours of operation, the address of the Child Care Aware of NH website, and the option to leave a message for a call back from the CCR&R Specialist. All calls shall be returned within 24 hours on normal business days, Monday-Friday;
- c. Being accessible by e-mail. CCR&R e-mail addresses are printed on all correspondence that is given out to families, providers, and community members;
- d. Utilizing the Internet and e-mails to provide clients with referrals, share important updates and information with providers. Families shall be able to access CCR&R information via the Child Care Aware® of NH website at: www.nh.childcareaware.org.
- e. Maintaining a strong, working relationship with the staff of the catchment areas DCYF District Offices, the New Hampshire Employment Program (NHEP), Workplace Success Program, Family Resource Center and the Working Futures Program. CCR&R shall attend all NHEP Orientations for FANF clients and shall make regular visits to the catchment areas local District Office (DO). CCR&R shall be available via phone, e-mail or in-person to work closely with these afore mentioned entities to make sure that the needs of all families, including families receiving FANF, are being met;
- f. Attending all NHEP Orientations where participants attending have children under the age of thirteen (13) years old. At each orientation, the NHEP participants receive information that shall include, but not be limited to, information on quality indicators of child care,

interviewing a child care provider and children's growth, and development. If an NHEP participant or DO client cannot access services of the CCR&R via phone or e-mail, CCR&R is able to provide an onsite referral at the NHEP office or the DO;

- g. Provide targeted technical assistance (TA) to child care programs-to improve quality through consultation, coaching and mentoring. Required focus areas for TA are Early Learning Guidelines, Strengthening Families, Emergency Preparedness, and Teacher Competency. Areas of TA shall include but not be limited to health and safety, infant, toddler, and preschool care, inclusion, teaching dual language learners, understanding developmental screenings and/or observational tools for program improvement purposes, and business management purposes.
- h. Establishing within 90 days of this contract, a Memorandum of Agreement (MOA) with the catchment areas local Family Resource Center (FRC), which shall include referring clients to each other's programs and use of FRC space for provider trainings. The MOA shall also include an understanding that FRC staff are invited to all trainings provided by CCR&R and all staff from CCR&R can participate in trainings offered by the FRC that would be beneficial to the professional development of CCR&R staff;
- i. Establishing and maintaining a strong working relationship with the Child Development Bureau (CDB). Representative from each CCR&R catchment area shall attend monthly meetings of the CCR&R Network, Child Care Aware® of NH and the catchment areas CCR&R manager shall meet with the Child Care Program Improvement Specialist as scheduled during site visits. Catchment areas CCR&R shall also contact the CDB when needed for technical assistance and is available to answer any questions or needs CDB staff may have;
- j. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment areas, on a quarterly basis:
 - (1) The number of on-site targeted technical assistance visits to providers: center, licensed, licensed family, licensed exempt family child care, and potential providers
- k. On Attachment C or a similar form provided by CDB, report the following other data, by catchment area, on a quarterly basis:
 - (1) The number of visits made to the DOs and NHEP offices and the nature of those visits; and
 - (2) The number of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended or held.

Resource

2.3 Serve as a resource to the catchment areas by:

- a. Serving as a community resource for DHHS, local and national organizations, agencies, policy makers, public officials, businesses, and community members in the area of data and information regarding child care issues including, but not limited to supply and demand. CCR&R shall be available to provide resource information at local events within the catchment areas;

- b. Collecting data and assisting the Program Improvement Specialist in maintaining an up to date National Association of Child Care Resource and Referral Agencies (NACCRRRA) Suite of Data Services (SDS) statewide database. This database shall be updated no less than annually. The CCR&R Specialist shall complete at least 80%, in most cases more than 80%, of the standardized data fields in the provider, client and community profiles for the catchment areas in the statewide database. The CCR&R profiles in the statewide database shall contain information on:
- (1) Child care programs in the CCR&R catchment areas shall include licensed child care centers, licensed family child care providers, and legally operating license-exempt providers, and shall include faith-based programs;
 - (2) Data from each family requesting a child care referral as to the type of care they are seeking, hours of care that is needed, locations of care needed, and any special needs with which the family needs assistance; and
 - (3) Business and community contacts that are recorded in the community section of the database. These contacts include other social service agencies, local officials and policy makers, and potential child care providers that the CCR&R works with towards becoming a legally operating child care provider;
- c. Publishing and distributing a quarterly newsletter that is sent to all child care providers in the NACCRRRAware database, local community partners, and potential child care providers who are on the CCR&R mailing list. The newsletter shall:
- (1) Inform child care providers of updates from the CDB, the Child Care Licensing Unit and other CDB contractors, policy issues in child care (both state and national), upcoming local, statewide and national trainings, conferences, workshops, upcoming ECE classes, lists resources for providers, includes a copy of Child Care Aware's "Daily Parent" for providers to copy and share with families, and the quarterly training calendar of upcoming free trainings for counties in the catchment areas; and
 - (2) Be distributed via US mail and e-mail, to all child care providers in each of the CCR&R catchment areas, the CDB and other state entities, and to potential child care providers in the community section of the database. CCR&R shall charge a fee for any for-profit entity to advertise in a hard copy of the CCR&R newsletter. All fees collected for advertisements shall be used to meet the goals of this contract. No more than one page or 10% of the entire newsletter can be devoted to for-profit advertising. The frequency of for-profit advertising shall be at the sole discrepancy of the contracted agency. All electronic or regular correspondence regarding for-profit entities shall include the following statement, "This advertisement does not necessarily represent the views of the NH Department of Health and Human Services, the Division for Children, Youth and Families, or the Child Development Bureau;"
- d. CCR&R shall list all trainings offered for providers on the Child Care Aware® of America website at www.nh.childcareaware.org. CCR&R shall update and/or edit trainings on the Child Care Aware® of NH website on a monthly basis. In addition to the website posting, training calendars shall be included in the CCR&R newsletter that specifically list trainings offered by CCR&R. The CCR&R newsletter reports other statewide and national trainings available to child care providers that meet Child Care Licensing and Credential criteria including. Training updates shall be shared with providers on a regular basis via e-mail, phone, and mail; and

- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis for each of the catchment areas:
 - (1) The number of providers whose information was updated and whether or not it was a full or partial update;
 - (2) Responses to the request from DHHS or inform the CDB in its quarterly report when they have responded to such a request; and
 - (3) The date the quarterly newsletter was e-mailed or mailed.

Referral

2.41 Refer families to providers by:

- a. Maintaining a precise and up to date NACCRRAware statewide database of providers and child care options in the CCR&R catchment area and by providing referrals to families via in-person, over the phone, by e-mail, or via the child Care Aware® of NH Network website at www.nh.childcareaware.org;
- b. Providing free consumer education materials on quality indicators, licensing information, child growth and development, types of child care, checklists, interviewing child care providers, tax credits for child care, other possible community resources, and subsidies available for child care assistance, in addition to the actual child care referral. All materials and the child care referral will be delivered following the Criteria for Best Practices set forth in NACCRRRA's Quality Assurance Program;
- c. Referring families to child care providers at no charge to the families. CCR&R shall provide the best match for each individual family's needs and preferences. Each family shall receive a minimum of three but no more than fifteen options for child care that will include both licensed and legally license-exempt options, including faith-based programs if applicable to that family's request. CCR&R shall also provide referral options outside the CCR&R catchment areas, using the statewide database.
- d. Providing families seeking child care referrals a verbal consultation upon intake of referral and a written resource packet in person, via email, or via US Mail. This referral packet will include consumer education information on child care programs-quality indicators, licensing information, types of child care, checklists, interviewing child care providers, tax credits for child care, and subsidies available for child care assistance, as well as information about the CCR&R and free services available to families.
- e. Working closely with the NHEP Employment Counselor Specialists (ECS) at the NH WORKS office, the local DO staff, and the Child Care Program Improvement Specialist from the CDB to make sure that the child care needs of families being served by the NH DHHS are being met. This shall include regular site visits to both the DO and NHEP and attendance at all NHEP Orientations and visits with the CDB's Child Care Program Improvement Specialist as scheduled;

- f. Assisting NHEP clients:
- (1) In obtaining and securing child care services as soon as possible by providing child care referrals in a prompt and timely manner and giving each NHEP client consumer education information on choosing quality care;
 - (2) By providing child care referral services at, or in the vicinity of, the NH WORKS office if necessary to do so or at the CCR&R office or via phone or e-mail; and
 - (3) Answering and responding to requests from the NHEP participant or NHEP ECS to provide one-on-one counseling on conducting a child care search and by providing each client with a resource packet that will assist and educate them in the process of selecting quality child care;
- g. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment areas, on a quarterly basis:
- (1) The total number of families receiving referrals;
 - (2) The number of families receiving referrals with CCR&R assistance; and
 - (3) The number of FANF clients assisted by the CCR&R;
- h. On Attachment C or a similar form provided by CDB, report the following other data, by catchment areas, on a quarterly basis:
- (1) The number of families receiving referrals via the web;
 - (2) The number of new families served;
 - (3) The number of previous families seeking new information that were served; and
 - (4) The number of families served through the DO; and
- i. Following all current Division of Family Assistance and Department of Health and Human Services confidentiality policies.

Wait List

- 2.42 Conduct wait list activities that assist families who are eligible to receive NH child care scholarship funds, but who are on or released from a wait list to secure child care services as soon as possible utilizing the following process:

Prioritize providing referrals to families going on the Wait List and/or coming off of the Wait List:

- a. On Attachment C or a similar form provided by CDB, report the following other data, by catchment areas, on a quarterly basis:

- (1) The number of families going on the wait list receiving referrals; and
- (2) The number of families released from the wait list receiving referrals;

Follow-up

2.43 Follow-up surveys shall be completed via telephone, via email or US Mail to families receiving child care referrals in each quarter to achieve follow-up response from at least 20% of the clients served in each quarter. The survey will help the CCR&R Specialist to determine if families have found care that meets their needs and to establish if the program meets the needs of their family. Specific and direct emphasis shall be placed on determining whether families on FANF and the wait list have had their needs met.

a. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment areas, on a quarterly basis:

- (1) The percent of families successfully surveyed;
- (2) The percent of families surveyed who were successful in finding care;
- (3) The percent of FANF families who were surveyed who were unsuccessful in finding care; and
- (4) The percent of families who had all of their child care needs met by the care they chose;

b. On Attachment C or a similar form provided by CDB, report the following other data, by catchment areas, on a quarterly basis:

- (1) The total number of clients assisted by the CCR&R;
- (2) The number of FANF clients assisted by the CCR&R;
- (3) The number of follow-up attempts made;
- (4) The number of families satisfied with the care they found;
- (5) The number of families that chose not to use care;
- (6) The number of families whose search was still in process;
- (7) The number of families who were unable to locate care;
- (8) Any child care needs of the family that were not met by their child care choice or options;
- (9) The number of families who chose care from the referral list(s) they received from the CCR&R;
- (10) The number of families who found the referrals they received helpful;

- (11)The number of families who found the consumer education they received over the phone helpful;
- (12)The number of families who found the written or posted consumer education they received or accessed helpful;
- (13)The number of families who report they were able to identify indicators of quality in child care programs; and
- (14)The number of families who report that the CCR&R services were culturally competent.

Recruitment

2.5 Recruit child care providers through targeted technical assistance by:

Providing targeted technical assistance to providers to fill the unmet child care needs in the catchment areas including, but not limited to, infant care, specials needs care, and child care during non-traditional hours; as well as other specific types needed in the above listed catchment areas as indicated by the CCR&R's follow up data. Providers should be responsive to a variety of diversity issues within the catchment areas to be served.

- a. Reviewing follow-up sheets from families served each quarter to determine their unmet needs and use this information to continue to recruit providers to meet these needs.
- b. Contacting new license exempt providers as identified by the CDB;
- c. Informing and making licensed providers aware of the opportunity to provide Preventive and Protective care by becoming certified in such. CCR&R shall give all interested providers the contact information necessary to pursue this valuable certification;
- d. On Attachment C or a similar form provided by CDB, report on the following performance measures, by catchment areas, on a quarterly basis:
 - (1) The number of new providers added to the database, including licensed and license exempt providers;
 - (2) The number of new child care opportunities created by new and existing providers;

The number of providers who receive targeted technical assistance to change or expand their programs to meet identified needs of infant/toddler care, special needs care and non-traditional hours care

- e. On Attachment C or a similar form provided by CDB, report the following other data, by catchment areas, on a quarterly basis:
 - (1) The number of child care providers who closed permanently;
 - (2) The number of child care opportunities lost by provider closings; and

- (3) The number of net child care opportunities gained or lost.

Training

2.61 Assure quality training options are available by:

Providing Child Care Basics, Preventing Child Abuse and Neglect (PCAN), Emergency Preparedness, and Strengthening Families trainings that are free of charge. Other trainings may incur a nominal charge. All training shall be accessible to all legally operating child care providers in their catchment area.

- a. Offering trainings that address the Core Knowledge Areas as defined in the publication, the *New Hampshire Early Childhood Professional Development System*. The Core Knowledge Areas that each training covers shall be identified in the training calendar listing the training that each provider receives, the Certificate of Attendance, and stated to the providers at the beginning of each training. CCR&R will offer trainings throughout the contract period that addresses all of the Core Knowledge Areas;
- b. Having the discretion to offer a light breakfast or lunch for trainings that extend more than 4 hours. For trainings that extend 6 hours or more CCR&R may offer both a light breakfast and lunch. A small fee to cover the cost of the meal(s) is appropriate as long as providers have the choice to not pay the fee and bring their own food;
- c. Utilizing a variety of credentialed presenters that are hired for the training workshops to avoid presenting a singular perspective or showing preference to a particular presenter;
- d. Not paying CCR&R staff a consultant fee to teach a workshop in the catchment areas, as providing workshops in their own area is a core service required by CCR&R;
- e. If extenuating circumstances arise, paying staff a consulting fee, for teaching a workshop in the catchment areas upon receiving prior written approval from the CDB. An extenuating circumstance may include, but not be limited to: long travel distances, lack of available qualified presenters, or limited regular working hours;
- f. Working and collaborating with Child Care Aware® of NH to annually review the Child Care Basics trainings, which shall result in a standardized set of Child Care Basic trainings;
- g. Updating and keeping current the Child Care Basic training workshop kit assigned to the CCR&R;
- h. Providing the trainings listed in Attachment B within each of the catchment areas;
- i. Informing and educating child care providers on how to access college courses and funding opportunities for tuition assistance that is available through the CDB;
- j. Maintaining working relationships with the CDB and other contractors to maximize the use of training funds by collaborating with and co-sponsoring training events. CCR&R shall pool resources with partners and work to provide funding to child care providers to attend relevant trainings as needed;

- k. Working with contractors, the CDB, and other community training resource partners to plan and implement trainings that will meet the needs of providers in the catchment areas;
- l. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis for each of the catchment areas:
 - (1) The number of Child Care Basics trainings offered;
 - (2) The number of attendees at Child Care Basics trainings;
 - (3) The number of other trainings offered; and
 - (4) The number of attendees at other trainings offered by the CCR&R; and
- m. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis for each of the catchment areas:
 - (1) The number of collaborative trainings;
 - (2) A list of the specific workshops offered including: the date, location (town), the presenter, their credential, and the number of attendees; and
 - (3) The dates that each of the required trainings are offered.

Technical Assistance

2.62 Provide targeted technical assistance by:

- a. Playing an instrumental role with child care providers in the catchment areas regarding support and technical assistance in identified areas. CCR&R shall:

Assist child care providers in the development of their Emergency Preparedness plans, as well as provide suggestions for staff training and encourage practice opportunities such as emergency drills.

- (1) CCR&R shall record in the NACCRRAware database all providers who have completed these trainings and have Emergency Preparedness plans in place by conducting regular follow-up calls to providers to check on their progress in this important area;
- (2) Supporting new and currently operating license exempt providers in their efforts to become licensed providers that increase the number of child care opportunities available;
- (3) Supporting new and existing child care providers who are beginning to self-assess their program quality in hopes of achieving DHHS Licensed-Plus designation. CCR&R shall offer trainings and workshops needed for this certification, i.e. NH Early Learning Guidelines, as well as offer resources and other technical assistance as needed to support child care providers in this improvement process;

Contractor Initials: ET

Date: 3/10/2013

- (4) Utilize the Strengthening Families Program self-assessment tool with child care programs to assess program strengths and provide targeted TA to increase program strengths; and
 - (5) Utilize the NH Infant Toddler and Preschool Competencies to assess child care program staff teacher competency and provide targeted TA to improve teacher competency.
- b. Supporting, encouraging, and assisting child care providers and other early childhood professionals to apply for the appropriate level Early Childhood Professional Credential.
 - c. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis for each of the catchment areas:
 - (1) The number of providers assisted in the licensing process;
 - (2) The number of new credentials awarded; and
 - (3) The number of credentials renewed.
 - d. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis for each of the catchment areas:
 - (1) The number of times targeted TA is provided to improve Strengthening Families program assessment results.
 - (2) The number of times targeted TA is provided to improve teacher competency.
 - (3) The number of providers who receive targeted TA to become licensed.
 - (4) The number of times targeted TA is provided for Licensed Plus.
 - (5) The number of times targeted TA is provided for accreditation.

Evaluation

2.63 Evaluate the performance of CCR&R services by:

- a. Ensuring that all participants attending CCR&R workshops or trainings complete an evaluation of said training that assesses the knowledge and skills of the trainer, any new information learned, how the participant will use that new information to increase the quality of care they provide to families and children, whether or not they (the participants) were satisfied with the trainer and the training, the usefulness of the training and suggestions for upcoming trainings that they (the participants) would like to see offered;
- b. Compiling feedback given via the workshop evaluations from participants to plan future trainings based on child care provider needs; and
- c. Surveying providers once a year to assess the delivery of CCR&R services. These surveys shall be delivered to child care providers via the newsletter, e-mail, and mail and will evaluate CCR&R services in the areas of referrals given, data provided to parents/families, ease of updating data process, trainings offered, trainings needed, and the cultural competence of the CCR&R services. Data needed to evaluate CCR&R's training services shall also be obtained from workshop evaluations completed by participants in the trainings.

shall not be asked to translate or interpret. If no bilingual worker or in-house interpreter is available, the CCR&R shall make arrangements to obtain an outside interpreter. An LEP person shall not be required to pay for the services of an interpreter. If appropriate for the catchment area, written materials and training shall also be made available in languages other than English;

c. Designate a staff person from the catchment areas to liaison with the CDB to:

- (1) Attend monthly meetings with the CDB;
- (2) Coordinate activities, working with the Child Care Program Improvement Specialist, the Child Care Training Specialist, and the Credential Specialist;
- (3) Maintain the statewide NACCRRA SDS;
- (4) Obtain input and feedback from child care providers when policy, Child Care Scholarship Program, and quality enhancement initiatives are being revised; and
- (5) Evaluate CCR&R services;

d. Require current criminal background checks and central registry screenings of its staff. The results of such background checks and screenings shall be shared with the Department and the Department reserves the right to reject the Contractor's staff as a result of such background checks; and

e. May set aside professional development funds to allow staff to attend at least one national conference or symposium per contract cycle to further their expertise in providing CCR&R services.

4. Performance Measures:

a. CCR&R catchment areas shall meet their goals of the performance measures in this contract as documented in Attachments A-1, A-2, A-3, A-4, and A-5. The Department reserves the right to amend each Attachment after consultation with -Easter Seals, Inc.

5. Provide records and reports for the catchment areas including:

a. Quarterly and annual reports with outcome statistics for each of the performance measures and other data reports indicated on Attachments A-1 thru A-5 for the respective catchment areas;

b. Such reports described in (a) above shall be completed on Attachment C or a similar form provided by the CDB and e-mailed to the Child Care Program Improvement Specialist of the CDB, DCYF by the 15th of the month following the end of each quarter and the end of each contract year. Each report described in (a) above shall also include the cover sheet Attachment D, or a similar form provided by the CDB;

c. All reports listed in Attachment E. The Department reserves the right to make adjustments to attachment E, after consultation with Child Care Aware® of NH;

d. The *Detailed Work-Plan* described in Attachment E of this contract. Attachment B of this contract shall be the *Preliminary Work-Plan* described in Attachment E. The *Detailed*

Technology

2.7 Utilize technology and build technological capacity by:

- a. Maintaining Child Care Aware® of America membership(s) for the catchment areas;
- b. Using Internet access to connect to the NACCRRRA SDS. CCR&R shall use the NACCRRRA SDS to enter information on clients, child care providers, and community partners, and resources. CCR&R has and will maintain a portion of the contractor's web server to host the NACCRRRA SDS program and data. Full access to the statewide database is available at any time to the Administrator of the CDB and other CDB staff. The Child Care Program Improvement Specialist for the CDB will serve as the Administrator of the NACCRRRA SDS. CCR&R is required to use NACCRRRA SDS to maintain the database and access information;
- c. Advising all clients seeking child care referrals, all child care providers entered into the database, and all community partners and resources entered into the database of the Confidentiality Policy. All clients shall be advised verbally at the time of the actual referral and again in writing through the client letter they receive with their resource packet of CCR&R's Confidentiality Policy. This policy shall require the approval of NH DHHS and meet the standards of the Child Care Aware® of America Criteria for Best Practices.
- d. Regularly updating the e-mail lists of child care providers for the purpose of distributing materials and information;
- e. Using NH EASY to work with the CDB to have access to that program to better meet the needs of the families and providers; and
- f. Assisting in the maintenance, future development, and updating of information by contributing contract funds for the Child Care Aware® of NH website.

3. Meet the following staffing qualifications for each of the catchment areas listed above:

- a. Provide knowledgeable staff, who are credentialed (or have the credential waived) at the following levels according to the NH Early Childhood Professional Development System to perform the corresponding duties in the table below:

Duties	Credential Level
Take Calls & Meet With Families	Master Teacher Level 1
Hired to Provide Training	Trainer, Faculty, or Allied Master Professional
Consultant Staff	Program Consultant Master Professional to Provide Technical Assistance

- b. In those DO catchments areas where there are large numbers of non-English speaking persons, or persons of Limited English Proficiency (LEP), have a bilingual staff person or other translator/interpreter to be utilized when providing services or information to providers. Staff shall not rely on family members or friends of LEP persons to serve as interpreters unless the LEP person expressly requests such an arrangement. Children

Work-Plan described in Attachment E shall become Attachment B of this contract, after the catchment areas submit this document and it is approved by the CDB;

- e. A summary of the performance measures outcome statistics for the contract period shall be forwarded along with the final billing and shall be postmarked within 60 days of the conclusion of the contract period;
- f. Maintaining detailed supporting documentation to support these reports which shall be available for DCYF review upon request;
- g. Meeting with the Child Care Program Improvement Specialist for discussion and approvals; and
- h. Providing information on an NHEP client's child care search in a Department appropriate format at the request of the NHEP ECS. The NHEP staff and CCR&R shall ask NHEP clients to sign the "Release of Confidentiality" form at the NHEP orientation to make the exchange possible.

Exhibit A – 1, Manchester Performance Measures

Easter Seals NH CCR&R shall meet 100 percent of the goals.

RFP Section	Performance Measure	Goal 7/1/13-6/30/15	Goal SFY 2015
3.B.1	(i.) The number of on-site targeted technical assistance visits made to providers: center, licensed family, Licensed Exempt, and potential providers	24	24
	The number of child care teachers whose demonstrated competencies increase by 15% as a result of targeted technical assistance.	150	150
3.B.3.1	(i.) The total number of families receiving referrals each quarter.	190	190
3.B.3.1	(ii.) The number of families receiving referrals with CCR&R assistance.	450	450
3.B.3.1	(iii.) The number of FANF clients assisted by the CCR&R.	300	300
3.B.3.3	(i.) The percent of families contacted for follow up survey after referrals.	20%	20%
3.B.3.3	(ii.) The percent of families surveyed who were successful in finding care.	60%	60%
3.B.3.3	(iii.) The percent of FANF families who were surveyed who were unable to find care.	20%	20%
3.B.3.3	(v.) The percent of families who had all of their child care needs met by the care they chose.	60%	60%
3.B.4.	(i.) The number of new providers added to the database, including licensed and license exempt providers.	6	6
3.B.4.	(ii.) The number of new child care opportunities created by new and existing providers.	90	90
3.B.4.	(iii.) The number of providers who receive targeted technical assistance to change/expand their programs to meet identified unmet needs including but not limited to infant/toddler care, special needs care and non-traditional hours care.	4	4
3.B.5.1	(i.) The number of Child Care Basics trainings offered.	6	6
3.B.5.1	(ii.) The number of attendees at Child Care Basics trainings.	180	180
3.B.5.1	The number of program directors trained in Early Learning Guidelines by program type: center-based (CCC); licensed family (FCC); license-exempt (LE)	CCC:10 FCC:1 LE:1	CCC:10 FCC:1 LE:1
3.B.5.1	The number of teachers/practioners trained in Early Learning Guidelines by program type.	CCC:30 FCC:2 LE:1	CCC:30 FCC:2 LE:1
3.B.5.1	The number of infants/toddlers served in programs implementing the Early Learning Guidelines, by program type.	CCC:120 FCC:12 LE:2	CCC:120 FCC:12 LE:2

ES
3/10/2011

3.B.5.1	The number of preschoolers served in programs implementing the Early Learning Guidelines, by program type.	CCC:320 FCC:12 LE:2	CCC:320 FCC:12 LE:2
3.B.5.1	The number of school age children served in programs implementing the Early Learning Guidelines	CCC:150 FCC:10 LE:1	CCC:150 FCC:10 LE:1
3.B.5.1	(iii.) The number of other trainings offered.	13	13
3.B.5.1	(iv.) The number of attendees at other trainings offered by the CCR&R.	390	390
3.B.5.2	(i.) The number of providers assisted in the licensing process.	4	4
3.B.5.2	(ii.) The number of new credentials awarded.	25	25
3.B.5.2	(iii.) The number of credentials awarded at a higher level.	25	25
3.B.5.2	The number of teachers/practitioners, by program type, with the following qualifications: CDA; state credential; Associate degree, Baccalaureate degree, Masters degree or Graduate degree.	CCC: 400 FC:9	CCC: 400 FC:9

Exhibit A – 2, Concord – Performance Measures

Easter Seals NH Child Care Resource and Referral Concord Catchment Care shall meet 100% of the proposed goals.

RFP Section	Performance Measure	Goal 7/1/13-6/30/14	Goal SFY 2015
3.B.1	(i.) The number of on-site targeted technical assistance visits made to providers: center, licensed family, Licensed Exempt, and potential providers	12	12
	The number of child care teachers whose demonstrated competencies increase by 15% as a result of targeted technical assistance.	100	100
3.B.3.1	(i.) The total number of families receiving referrals each quarter.	95	95
3.B.3.1	(ii.) The number of families receiving referrals with CCR&R assistance.	240	240
3.B.3.1	(iii.) The number of FANF clients assisted by the CCR&R.	120	120
3.B.3.3	(i.) The percent of families contacted for follow up survey after referrals.	20%	20%
3.B.3.3	(ii.) The percent of families surveyed who were successful in finding care.	60%	60%
3.B.3.3	(iii.) The percent of FANF families who were surveyed who were unable to find care.	20%	20%
3.B.3.3	(v.) The percent of families who had all of their child care needs met by the care they chose.	60%	60%
3.B.4.	(i.) The number of new providers added to the database, including licensed and license exempt providers.	4	4
. B.4.	(ii.) The number of new child care opportunities created by new and existing providers.	40	40
3.B.4.	(iii.) The number of providers who receive targeted technical assistance to change/expand their programs to meet identified unmet needs including but not limited to infant/toddler care, special needs care and non-traditional hours care.	3	3
3.B.5.1	(i.) The number of Child Care Basics trainings offered.	5	5
3.B.5.1	(ii.) The number of attendees at Child Care Basics trainings.	100	100
3.B.5.1	The number of program directors trained in Early Learning Guidelines by program type: center-based (CCC); licensed family (FCC); license-exempt (LE)	CCC: 6 FCC: 1 LE: 1	CCC: 6 FCC: 1 LE: 1
3.B.5.1	The number of teachers/practioners trained in Early Learning Guidelines by program type.	CCC: 16 FCC: 3 LE: 1	CCC: 16 FCC: 3 LE: 1

ES
3/12/13

3.B.5.1	The number of infants/toddlers served in programs implementing the Early Learning Guidelines, by program type.	CCC: 96 FCC: 12 LE: 2	CCC: 96 FCC: 12 LE: 2
3.B.5.1	The number of preschoolers served in programs implementing the Early Learning Guidelines, by program type.	CCC: 192 FCC: 15 LE: 1	CCC:192 FCC: 15 LE: 1
3.B.5.1	The number of school age children served in programs implementing the Early Learning Guidelines	CCC: 100 FCC: 9 LE: 1	CCC:100 FCC: 9 LE: 1
3.B.5.1	(iii.) The number of other trainings offered.	11	11
3.B.5.1	(iv.) The number of attendees at other trainings offered by the CCR&R.	220	220
3.B.5.2	(i.) The number of providers assisted in the licensing process.	2	2
3.B.5.2	(ii.) The number of new credentials awarded.	24	24
3.B.5.2	(iii.) The number of credentials awarded at a higher level.	24	24
3.B.5.2	The number of teachers/practitioners, by program type, with the following qualifications: CDA; state credential; Associate degree, Baccalaureate degree, Masters degree or Graduate degree.	CCC: 350 FC: 10	CCC: 350 FC: 10

Exhibit A – 3, Keene – Performance Measures

Easter Seals NH Child Care Resource and Referral Keene Catchment Area shall meet 100% of the proposed goals.

RFP Section	Performance Measure	Goal 7/1/13-6/30/15	Goal SFY 2015
3.B.1	(i.) The number of on-site targeted technical assistance visits made to providers: center, licensed family, Licensed Exempt, and potential providers	12	12
	The number of child care teachers whose demonstrated competencies increase by 15% as a result of targeted technical assistance.	75	75
3.B.3.1	(i.) The total number of families receiving referrals each quarter.	45	45
3.B.3.1	(ii.) The number of families receiving referrals with CCR&R assistance.	125	125
3.B.3.1	(iii.) The number of FANF clients assisted by the CCR&R.	50	50
3.B.3.3	(i.) The percent of families contacted for follow up survey after referrals.	20%	20%
3.B.3.3	(ii.) The percent of families surveyed who were successful in finding care.	60%	60%
3.B.3.3	(iii.) The percent of FANF families who were surveyed who were unable to find care.	20%	20%
3.B.3.3	(v.) The percent of families who had all of their child care needs met by the care they chose.	60%	60%
3.B.4.	(i.) The number of new providers added to the database, including licensed and license exempt providers.	2	2
. B.4.	(ii.) The number of new child care opportunities created by new and existing providers.	20	20
3.B.4.	(iii.) The number of providers who receive targeted technical assistance to change/expand their programs to meet identified unmet needs including but not limited to infant/toddler care, special needs care and non-traditional hours care.	2	2
3.B.5.1	(i.) The number of Child Care Basics trainings offered.	5	5
3.B.5.1	(ii.) The number of attendees at Child Care Basics trainings.	75	75
3.B.5.1	The number of program directors trained in Early Learning Guidelines by program type: center-based (CCC); licensed family (FCC); license-exempt (LE)	CCC:6 FCC:1 LE:1	CCC:6 FCC:1 LE:1
3.B.5.1	The number of teachers/practioners trained in Early Learning Guidelines by program type.	CCC:12 FCC:2 LE:1	CCC:12 FCC:2 LE:1
3.B.5.1	The number of infants/toddlers served in programs implementing the Early Learning Guidelines, by program type.	CCC:64 FCC:3 LE:2	CCC:64 FCC:3 LE:2

ET
3/14/2013

3.B.5.1	The number of preschoolers served in programs implementing the Early Learning Guidelines, by program type.	CCC:120 FCC:4 LE:1	CCC:120 FCC4: LE:1
3.B.5.1	The number of school age children served in programs implementing the Early Learning Guidelines	CCC:75 FCC:5 LE:1	CCC:75 FCC:5 LE:1
3.B.5.1	(iii.) The number of other trainings offered.	9	9
3.B.5.1	(iv.) The number of attendees at other trainings offered by the CCR&R.	135	135
3.B.5.2	(i.) The number of providers assisted in the licensing process.	2	2
3.B.5.2	(ii.) The number of new credentials awarded.	15	15
3.B.5.2	(iii.) The number of credentials awarded at a higher level.	15	15
3.B.5.2	The number of teachers/practitioners, by program type, with the following qualifications: CDA; state credential; Associate degree, Baccalaureate degree, Masters degree or Graduate degree.	CCC: 100 FC:6	CCC: 100 FC:6

ET
2 3/14/03

Child Care Resource and Referral

The Contractor shall provide the following trainings:

1. Child Care Basics (as agreed upon with the Child Development Bureau);
2. Early Learning Guidelines;
3. At least one training focused on the New Hampshire Early Childhood Professional Development System at least once per contract year.
4. Additional non-credit training for child care providers, which addresses the Core Knowledge Areas and provides a continuum from the Child Care Basic training in (1) above, to advanced training for the experienced professional;
5. Recognizing and Reporting Child Abuse and Neglect, in collaboration with DCYF District Office staff at least once each SFY;
6. At least one training from Zero to Three's Preventing Child Abuse & Neglect curriculum every six months;
7. An annual training using the Strengthening Families through Early Care and Education (SFI) Guidebook;
8. Emergency Preparedness for child care providers at least once per contract year. The Contractor shall also provide written materials such as brochures and sample plans, as well as resources for emergency plan development such as web addresses and trainings sponsored by State and community agencies printed in the newsletter, to assist providers in preparing for emergencies; and

Contractor Initials: EA

Date: 5/10/2015

Agency Name: _____ Date: _____ Quarter: 1 2 3 4 5 6 7 8
 Compiled by: _____ Contract Period: _____ Vendor #: _____

No.	Contract Section	Performance Measure	Catchment Area:				Goal SFY 2013-2014	Act'v'd SFY 2013-2014	Goal SFY 2014-2015	Act'v'd SFY 2014-2015	Total Goal Ach'vd	Status
			Qtr 1	Qtr 2	Qtr 3	Qtr 4						
1	2.2.i.(1)	The number of visits made to providers, center, licensed family, Licensed Exempt, and potential providers					0			0		
2	2.4.1.g.(1)	The total					0			0		
3	2.4.1.g.(2)	The number of families receiving referrals with CCR&R assistance.					0			0		
4	2.4.1.g.(3)	The number of FANF (NHEP/DO) clients assisted by the CCR&R					0			0		
5	2.4.3.a.(1)	The percent					0%			0%		

Contractor: *ES*
Date: *7/17/11*

6	Exhibit A, Attachment C Child Care Resource and Referral 2.4.3.a.(2)	The percent of families surveyed who were successful in finding care.			Reporting For	0%	0%	0%	0%	0%	ampshire, Inc.
7	2.4.3.a.(3)	The percent of FANF families who were surveyed who were unable to find care.				0%	0%	0%	0%		
8	2.4.3.a.(4)	The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list.				0%	0%	0%	0%		

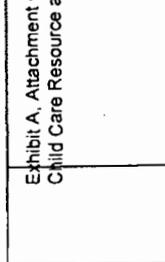
Contractor 122
Date 5/12/15

<p>Exhibit A, Attachment C Child Care Resource and Referral</p> <p>9 2.4.3.a.(5)</p>	<p>The percent of families who had all of their child care needs met by the care they chose.</p>	<p>0%</p>	<p>0</p>	<p>0</p>	<p>Reporting For</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>ampshire, Inc.</p>
<p>10 2.5.1.e.(1)</p>	<p>The number of new providers added to the database, including licensed and license exempt providers.</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>11 2.5.1.e.(2)</p>	<p>The number of new child care opportunities created by new and existing providers.</p>	<p>0</p>	<p>0</p>	<p>0</p>	

Contractor *ES*
Date *3/22/2011*

12	2.5.1.e.(3)	<p>The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care.</p>	Reporting For	0	Amphshire, Inc.
13	2.5.1.e.(4)	<p>The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R</p>	Reporting For	0	

Contractor EA
Date 7/10/2013

<p>14</p> <p>2.5.1.e.(5)</p>	<p>Exhibit A, Attachment C Child Care Resource and Referral</p>	<p>The number of providers specifically recruited to meet the needs of families on the wait list.</p>	<p>Reporting For</p>		<p>0</p>		<p>0</p>	<p>ampshire, Inc.</p>
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Contractor ES
Date 3/11/13

No.	Contract Section	Performance Measure	Performance				Goal SFY 2013-2014	Ach'vd SFY		Goal SFY		Total Goal	Total Ach'vd	Status
			Qtr 1	Qtr 2	Qtr 3	Qtr 4		2013-2014	2014-2015	2014-2015	2015			
15	2.6.1.n.(1)	The number of Child Care Basics trainings offered.					0				0	0		
16	2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.					0				0	0		
17	2.6.1.n.(3)	The number of attendees at other trainings offered by the CCR&R					0				0	0		
18	2.6.1.n.(4)	The number of providers assisted in the licensing process					0				0	0		
19	2.6.2.c.(1)	The number					0				0	0		
20	2.6.2.c.(2)	The number					0				0	0		

Contractor ET
Date 3/10/13

21	Exhibit A, Attachment C Child Care Resource and Referral	The number of credentials renewed or awarded at a higher level.			Reporting For	[REDACTED]	0	[REDACTED]	[REDACTED]	0	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	ampshire, Inc.
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Contractor *ET*
Date 3/10/24

Explicit Reporting Requirements

Contract Section	Reporting Requirement	Reporting Forms				Notes
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	
2.2.k.(1)	# of visits made to the District Office(s) and the nature of those visits (add in comments box)				0	
2.2.k.(1)	# of visits made to the NHEP office(s) and the nature of those visits (add in comments box)				0	
2.2.k.(2)	# of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended (add in comments box)				0	
2.3.e.(1)a	# of providers whose information was fully updated				0	
2.3.e.(1)b	# of providers whose information was partially updated				0	
2.3.e.(2)	# of times information/data was provided to entities other than DHHS				0	
2.3.e.(3)	The date the quarterly newsletter was mailed				N/A	
2.4.h.(1)	# of families receiving referrals via the web				0	
2.4.h.(2)	# of new families served				0	
2.4.h.(3)	# of previous families seeking new information that were served				0	
2.4.h.(4)	# of families served through the DO				0	
	# of families released from WL receiving referrals				0	
	Consumer Referred by: Another CCR&R				0	
	Brochure				0	
	Display Event				0	
	District Office				0	
	Employer				0	
	Friend/Relative				0	
	NH EASY				0	
	NHEP				0	
	Newspaper Ad				0	
	Phone Book				0	
	Poster				0	
	Another Provider				0	
	Social Service Agency				0	
	Used Before				0	
	Website				0	
	Other				0	
Contract Section	Reporting Requirement	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total Achieved
2.43.b.(1)	# of clients assisted by the CCR&R					0
2.43.b.(2)	# of FANF (NHEP/DO) clients assisted by the CCR&R					0
2.43.b.(3)	# of follow-up attempts made					0
2.43.b.(4)	# of follow-up surveys completed					0
2.43.b.(5)	# of families satisfied with the care they found					0
2.43.b.(6)	# of families that chose not to use care					0
2.43.b.(7)	# of families whose search was still in process					0
2.43.b.(8)	# of families who were unable to locate care					0
2.43.b.(9)	Any child care needs of the family that were not met by their child care choice or options					0
	Age of child					0
	Type of care					0
	Quality of Care					0
	Affordability					0
	Part time					0
	Evening					0

Contractor Date 3/21/15

CCR&R Quarterly Narrative Report

Agency Name: Vendor #:
Date: Quarter: 1 2 3 4 5 6 7 8 Contract Period: SFY
Reported prepared by:

Program Manager: Catchment Area:

CCR&R Staff	Credential(s) held

Detailed Work Plan submitted (date): 10/21/2011 Approved: Yes No

Technology Policy updated (date): Approved: Yes No

MOA with Family Resource Center Updated (date): Approved: Yes No

Publicity materials submitted: Please provide a list of materials revised & submitted this quarter.

Quality Plan:

Date submitted: Approved: Yes No

Successes during this quarter: Please highlight (you may use bullets) those areas where you have had particular success in meeting contract goals or work activities. If you bullet your successes, please provide a summarizing brief paragraph.

Challenges during this quarter: Please describe those areas where you have had challenges in meeting contract goals or completing work activities. Include your efforts made and barriers or challenges faced in meeting these goals. You may bullet your challenges, but please provide a brief summarizing paragraph if you use bullets.

Contractor EA
Date 3/14/03

Outreach: Please highlight your marketing activities and/or your community meetings/activities during this quarter.

Technical Assistance: Please list your TA episodes and time spent.

Other: Please highlight any activities, successes, challenges, etc., not captured elsewhere in the report.

Questions for the CDB: Please submit any questions you may have for the CDB regarding your work, CDB policy & procedure, and/or your contract.

Goals for the coming quarter: If meeting with the Child Care Program Improvement Specialist this quarter, we will set these goals together. If not, please list 2-5 goals (depending on how much is involved in accomplishing them) that you will work on in the coming quarter.

Comments from the CDB: The Child Care Program Improvement Specialist will return comments to each CCR&R regarding their work during the previous quarter. Comments will be inserted under the appropriate headings in your narrative.

Documentation required	Submission Deadline
<p>Preliminary work plan – This plan shall include a time line with clearly identified dates/year, which addresses all aspects of the requirements of this contract. This should include a training plan, which details the number of trainings, locations (town) and target numbers of participants.</p>	<p>With Proposal</p>
<p>Detailed work plan – This plan shall be a revised work-plan for the entire contract period, subject to approval by the Administrator of the CDB.</p>	<p>August 31, 2013</p>
<p>Technology Policy described in Section B.3.6. of this RFP.</p>	<p>October 31, 2013</p>
<p>Outreach plan – This plan shall be made in order to make the CCR&R services known to the widest possible audience of families, providers and community members (including agencies, policy makers, public officials, and businesses) within the catchment area, including services to limited English proficient families and providers and in consideration of a variety of diversity issues. The outreach plan should include determining which populations are underserved by CCR&R and specifically targeting outreach to these populations.</p>	<p>January 31, 2014</p>
<p>All publicity that indicates office location, hours, availability to meet with families, phone #s, and email address.</p>	<p>As it is updated</p>
<p>Quality plan - The Contractor shall complete the NACCRRRA Quality Assurance Scoring Sheet of Best Practices Criteria for Core Competencies, Parent Services, and Provider Services as a self-assessment and needs assessment. Documentation for items that the Contractor meets or partially meets should be kept on file at the office location for review at the request of the Child Care Program Improvement Specialist. For those items that are partially met or not met, the Contractor shall submit a plan for meeting those criteria along with what additional support (training, TA or additional resources), if any, that would be needed to meet those criteria. The Scoring Sheet and plan are to be submitted to the Child Care Program Improvement Specialist by March 31, 2014. Implementation of the plan shall be agreed upon by the Contractor and the CDB.</p>	<p>March 31, 2014</p>

Contractor EA
Date 3/21/2013

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: Easter Seals New Hampshire, INC.

Program Period: July 1, 2013 through June 30, 2015
Or Date of Governor & Executive Council approval, whichever is later

1. This Contract is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, in the amount of \$742,078.00. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Contract, the State agency agrees to purchase from the Contractor services in the amount not to exceed \$742,078.00 for services provided during the program period specified above.

2. Quarterly payments shall be made to the Contractor subject to the following conditions:

2.1 Payments shall be made on a quarterly cost reimbursement basis beginning September 1, 2013 for actual expenditures up to the total contract price incurred in the fulfillment of this agreement. The invoice, which shall be provided by DHHS after the approval of Governor & Executive Council, must be sent to:

John Harrington, Contract Specialist
Department of Health and Human Services
Contract Unit
129 Pleasant St., Concord, New Hampshire 03301

2.2 In lieu of hard copies, invoices may be assigned an electronic signature and be e-mailed to: john.h.harrington@dhhs.state.nh.us

2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibits B-1 and B-2. If applicable, this will include drawing down match funds consistently throughout the contract period. Any adjustment to a line item in excess of 10% of the original budget lines will require the prior written approval of the State. The Contractor must include a detailed explanation and revised line item budget figures.

2.4 Payments may be withheld pending receipt of required reports as defined in Exhibit A.

2.5 A final payment request shall be submitted no later than sixty (60) days after the end of each fiscal year. Failure to submit the final invoice by that date may result in non-payment.

Contractor's Initials

E.T

Date

3/20/2013

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

**RFP # 13-DCYF-CDB-RR-05
EXHIBIT B-1, a
PERSONNEL DATA - Manchester
State Fiscal Year 2014**

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2014 (7/1/13-6/30/14)
1	Cindy Wallace	Program Coordinator	\$ 46,140.00	.85 FTE	\$ 39,216.00
2	Karyn Yeatman	Program Manager	\$ 35,470.00	1.0 FTE	\$ 35,470.00
3	Glenda West	Bilingual Child Care Specialist	\$ 36,503.00	1.0 FTE	\$ 36,503.00
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:					\$ 111,189.00

State Fiscal Year 2015

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2015 (7/1/14-6/30/15)
1	Cindy Wallace	Program Coordinator	\$ 46,140.00	.85 FTE	\$ 39,216.00
2	Karyn Yeatman	Program Manager	\$ 35,760.00	1.0 FTE	\$ 35,760.00
3	Glenda West	Bilingual Child Care Specialist	\$ 36,720.00	1.0 FTE	\$ 36,720.00
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:					\$ 111,696.00

Exhibit B-2, a – Budget Proposal - Manchester
RFP #13-DCYF-CDB-RR-05

Bidders shall complete the following chart for each fiscal year. Additional line items can be included, but a through description must be provided in the budget narrative. A Microsoft Excel version of this budget is available and can be provided if requested by the bidder.

New Hampshire Department of Health and Human Services						
Bidder/Program Name: <u>Easter Seals NH</u>						
Budget Request for: <u>Manchester Child Care Resource and Referral</u> <i>(Name of RFP)</i>						
Budget Period: <u>SFY 2014 Budget</u>						
Budget Breakdown						
Line Item	Amount	Amount	Amount	Amount	Amount	Amount
1. Total Salary/Wages	\$ 111,189		\$ 111,189		\$ 111,189	
2. Employee Benefits	\$ 30,021		\$ 30,021		\$ 30,021	
3. Consultants	\$ 4,000		\$ 4,000		\$ 4,000	
4. Equipment:					\$ -	
Rental					\$ -	
Repair and Maintenance					\$ -	
Purchase/Depreciation					\$ -	
5. Supplies:	\$ 1,532		\$ 1,532		\$ 1,532	
Educational					\$ -	
Office					\$ -	
6. Travel	\$ 1,800		\$ 1,800		\$ 1,800	
7. Occupancy	\$ 6,528		\$ 6,528	\$ 3,200	\$ 9,728	
8. Current Expenses					\$ -	
Telephone	\$ 1,198		\$ 1,198		\$ 1,198	
Postage/Printing	\$ 2,000		\$ 2,000		\$ 2,000	
Subscriptions/Membership dues	\$ 700		\$ 700		\$ 700	
Audit and Legal					\$ -	
Insurance					\$ -	
Board Expenses					\$ -	
9. Software					\$ -	
10. Marketing/Communications					\$ -	
11. Staff Education and Training	\$ 2,500		\$ 2,500		\$ 2,500	
12. Subcontracts/Agreements					\$ -	
13. Other (specific details mandatory):	\$ 16,147	\$ -	\$ 16,147	\$ 320	\$ 16,467	
TOTAL	\$ 177,616	\$ -	\$ 177,616	\$ 3,520	\$ 181,136	

Indirect As A Percent of Direct

10%

Contractor Initials: ET

Date: 3/13/2013

Exhibit B-2 – Budget Proposal -
RFP #13-DCYF-CDB-RR-05

Bidders shall complete the following chart for each fiscal year. Additional line items can be included, but a through description must be provided in the budget narrative. A Microsoft Excel version of this budget is available and can be provided if requested by the bidder.

New Hampshire Department of Health and Human Services								
Bidder/Program Name: <u>Easter Seals NH</u>								
Budget Request for: <u>Manchester Child Care Resource and Referral</u> (Name of RFP)								
Budget Period: <u>SFY 2015 Budget</u>								
1. Total Salary/Wages	\$	111,696		\$	111,696	\$	111,696	
2. Employee Benefits	\$	30,158		\$	30,158	\$	30,158	
3. Consultants	\$	4,000		\$	4,000	\$	4,000	
4. Equipment:				\$	-	\$	-	
Rental				\$	-	\$	-	
Repair and Maintenance				\$	-	\$	-	
Purchase/Depreciation				\$	-	\$	-	
5. Supplies:	\$	1,532		\$	1,532	\$	1,532	
Educational				\$	-	\$	-	
Office				\$	-	\$	-	
6. Travel	\$	1,800		\$	1,800	\$	1,800	
7. Occupancy	\$	6,528		\$	6,528	\$	3,200	
8. Current Expenses				\$	-	\$	-	
Telephone	\$	1,198		\$	1,198	\$	1,198	
Postage/Printing	\$	1,356		\$	1,356	\$	1,356	
Subscriptions/Membership dues	\$	700		\$	700	\$	700	
Audit and Legal				\$	-	\$	-	
Insurance				\$	-	\$	-	
Board Expenses				\$	-	\$	-	
9. Software				\$	-	\$	-	
10. Marketing/Communications				\$	-	\$	-	
11. Staff Education and Training	\$	2,500		\$	2,500	\$	2,500	
12. Subcontracts/Agreements				\$	-	\$	-	
13. Other (specific details mandatory):	\$	16,147	\$	-	\$	16,147	\$	320
TOTAL	\$	177,615	\$	-	\$	177,615	\$	3,520

Indirect As A Percent of Direct

10%

Contractor Initials: EJ
Date: 3/10/2015

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

RFP # 13-DCYF-CDB-RR-05
EXHIBIT B-1, b
PERSONNEL DATA - Concord
State Fiscal Year 2014

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2014 (7/1/13-6/30/14)
1	Cindy Wallace	Program Coordinator	\$ 46,140.00	.05 FTE	\$ 2,304.00
2	Claudette Mallory	Program Manager	\$ 36,845.00	.875 FTE	\$ 36,845.00
3	Krishna Dubreuil	Child Care Specialist	\$ 26,870.00	.8 FTE	\$ 26,870.00
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:					\$ 66,019.00

State Fiscal Year 2015

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2015 (7/1/14-6/30/15)
1	Cindy Wallace	Program Coordinator	\$ 46,140.00	.05 FTE	\$ 2,304.00
2	Claudette Mallory	Program Manager	\$ 36,876.00	.875 FTE	\$ 36,876.00
3	Krishna Dubreuil	Child Care Specialist	\$ 26,892.00	.8 FTE	\$ 26,892.00
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:					\$ 66,072.00

Contractor Initials: ET

Date: 3/10/2013

Exhibit B-2, b – Budget Proposal - Concord
RFP #13-DCYF-CDB-RR-05

Bidders shall complete the following chart for each fiscal year. Additional line items can be included, but a thorough description must be provided in the budget narrative. A Microsoft Excel version of this budget is available and can be provided if requested by the bidder.

New Hampshire Department of Health and Human Services						
Bidder/Program Name: <u>Easter Seals NH</u>						
Budget Request for: <u>Concord Child Care Resource & Referral</u> (Name of RFP)						
Budget Period: <u>SFY 2014 Budget</u>						
1. Total Salary/Wages	\$	66,019		\$	66,019	\$ 66,019
2. Employee Benefits	\$	17,825		\$	17,825	\$ 17,825
3. Consultants	\$	4,000				\$ -
4. Equipment:						\$ -
Rental						\$ -
Repair and Maintenance						\$ -
Purchase/Depreciation						\$ -
5. Supplies:	\$	675		\$	675	\$ 675
Educational						\$ -
Office						\$ -
6. Travel	\$	800		\$	800	\$ 800
7. Occupancy	\$	5,271		\$	5,271	\$ 2,000 \$ 7,271
8. Current Expenses						\$ -
Telephone						\$ -
Postage/Printing	\$	600		\$	600	\$ 600
Subscriptions/Membership dues	\$	450		\$	450	\$ 450
Audit and Legal						\$ -
Insurance						\$ -
Board Expenses						\$ -
9. Software						\$ -
10. Marketing/Communications						\$ -
11. Staff Education and Training	\$	734		\$	734	\$ 734
12. Subcontracts/Agreements						\$ -
13. Other (specific details mandatory):	\$	9,637	\$ -	\$	9,237	\$ 200 \$ 9,437
TOTAL	\$	106,011	\$ -	\$	101,811	\$ 2,200 \$ 103,811

Indirect As A Percent of Direct

10%

Contractor Initials: ET

Date: 3/11/13

Exhibit B-2 – Budget Proposal -
RFP #13-DCYF-CDB-RR-05

Bidders shall complete the following chart for each fiscal year. Additional line items can be included, but a through description must be provided in the budget narrative. A Microsoft Excel version of this budget is available and can be provided if requested by the bidder.

New Hampshire Department of Health and Human Services					
Bidder/Program Name: <u>Easter Seals NH</u>					
Budget Request for: <u>Concord Child Care Resource & Referral</u> <small>(Name of RFP)</small>					
Budget Period: <u>SFY 2015 Budget</u>					
1. Total Salary/Wages	\$ 66,072		\$ 66,072		\$ 66,072
2. Employee Benefits	\$ 17,840		\$ 17,840		\$ 17,840
3. Consultants	\$ 3,932		\$ 3,932		\$ 3,932
4. Equipment:			\$ -		\$ -
Rental			\$ -		\$ -
Repair and Maintenance			\$ -		\$ -
Purchase/Depreciation			\$ -		\$ -
5. Supplies:	\$ 675		\$ 675		\$ 675
Educational			\$ -		\$ -
Office			\$ -		\$ -
6. Travel	\$ 800		\$ 800		\$ 800
7. Occupancy	\$ 5,271		\$ 5,271	\$ 2,000	\$ 7,271
8. Current Expenses			\$ -		\$ -
Telephone			\$ -		\$ -
Postage/Printing	\$ 600		\$ 600		\$ 600
Subscriptions/Membership dues	\$ 450		\$ 450		\$ 450
Audit and Legal			\$ -		\$ -
Insurance			\$ -		\$ -
Board Expenses			\$ -		\$ -
9. Software			\$ -		\$ -
10. Marketing/Communications			\$ -		\$ -
11. Staff Education and Training	\$ 734		\$ 734		\$ 734
12. Subcontracts/Agreements			\$ -		\$ -
13. Other (specific details mandatory):	\$ 9,637	\$ -	\$ 9,637	\$ 200	\$ 9,837
TOTAL	\$ 106,011	\$ -	\$ 106,011	\$ 2,200	\$ 108,211

Indirect As A Percent of Direct

10%

Contractor Initials: ET

Date: 5/10/2013

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

RFP # 13-DCYF-CDB-RR-05
EXHIBIT B-1,c
PERSONNEL DATA - Keene
State Fiscal Year 2014

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2014 (7/1/13-6/30/14)
1	Cindy Wallace	Program Coordinator	\$ 46,140.00	.1 FTE	\$ 4,620.00
2	Shelly Kernozicky	Program Manager	\$ 33,081.00	.875 FTE	\$ 33,081.00
3	Sarah Albrecht	Program Specialist	\$ 16,854.00	.5 FTE	\$ 16,854.00
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:					\$ 54,555.00

State Fiscal Year 2015

	Name	Title	Annual Salary	% of Time to Work on the Project	Project Amount Charged for SFY 2015 (7/1/14-6/30/15)
1	Cindy Wallace	Program Coordinator	\$ 46,140.00	.1 FTE	\$ 4,620.00
2	Shelly Kernozicky	Program Manager	\$ 33,108.00	.875 FTE	\$ 33,108.00
3	Sarah Albrecht	Program Specialist	\$ 16,980.00	.5 FTE	\$ 16,980.00
4			\$ -		\$ -
5			\$ -		\$ -
6			\$ -		\$ -
7			\$ -		\$ -
8					\$ -
9					
Total:					\$ 54,708.00

Contractor Initials: *ET*

Date: *3/10/2013*

Exhibit B-2 – Budget Proposal -
RFP #13-DCYF-CDB-RR-05

Bidders shall complete the following chart for each fiscal year. Additional line items can be included, but a through description must be provided in the budget narrative. A Microsoft Excel version of this budget is available and can be provided if requested by the bidder.

New Hampshire Department of Health and Human Services							
Bidder/Program Name: <u>Easter Seals NH</u>							
Budget Request for: <u>Keene Child Care Resource and Referral</u> <i>(Name of RFP)</i>							
Budget Period: <u>SFY 2014 Budget</u>							
1. Total Salary/Wages	\$	54,555		\$	54,555		\$ 54,555
2. Employee Benefits	\$	14,729		\$	14,729		\$ 14,729
3. Consultants	\$	1,800		\$	1,800		\$ 1,800
4. Equipment:							\$ -
Rental							\$ -
Repair and Maintenance							\$ -
Purchase/Depreciation							\$ -
5. Supplies:	\$	695		\$	695		\$ 695
Educational							\$ -
Office							\$ -
6. Travel	\$	1,650		\$	1,650		\$ 1,650
7. Occupancy							\$ -
8. Current Expenses	\$	4,737		\$	4,737	\$ 3,237	\$ 7,974
Telephone							\$ -
Postage/Printing	\$	450		\$	450		\$ 450
Subscriptions/Membership dues	\$	400		\$	400		\$ 400
Audit and Legal							\$ -
Insurance							\$ -
Board Expenses							\$ -
9. Software							\$ -
10. Marketing/Communications							\$ -
11. Staff Education and Training	\$	450		\$	450		\$ 450
12. Subcontracts/Agreements							\$ -
13. Other (specific details mandatory):	\$	7,947	\$ -	\$	7,947	\$ 324	\$ 8,271
TOTAL	\$	87,413	\$ -	\$	87,413	\$ 3,561	\$ 90,974

Indirect As A Percent of Direct

10%

Contractor Initials: EF

Date: 3/10/13

Exhibit B-2, c – Budget Proposal - Keene
RFP #13-DCYF-CDB-RR-05

Bidders shall complete the following chart for each fiscal year. Additional line items can be included, but a through description must be provided in the budget narrative. A Microsoft Excel version of this budget is available and can be provided if requested by the bidder.

New Hampshire Department of Health and Human Services						
Bidder/Program Name: <u>Easter Seals NH</u>						
Budget Request for: <u>Keene Child Care Resource and Referral</u> (Name of RFP)						
Budget Period: <u>SFY 2015 Budget</u>						
1. Total Salary/Wages	\$	54,708		\$	54,708	\$ 54,708
2. Employee Benefits	\$	14,771		\$	14,771	\$ 14,771
3. Consultants	\$	1,800		\$	1,800	\$ 1,800
4. Equipment:				\$	-	\$ -
Rental				\$	-	\$ -
Repair and Maintenance				\$	-	\$ -
Purchase/Depreciation				\$	-	\$ -
5. Supplies:	\$	500		\$	500	\$ 500
Educational				\$	-	\$ -
Office				\$	-	\$ -
6. Travel	\$	1,650		\$	1,650	\$ 1,650
7. Occupancy	\$	4,737		\$	4,737	\$ 3,237 \$ 7,974
8. Current Expenses				\$	-	\$ -
Telephone				\$	-	\$ -
Postage/Printing	\$	450		\$	450	\$ 450
Subscriptions/Membership dues	\$	400		\$	400	\$ 400
Audit and Legal				\$	-	\$ -
Insurance				\$	-	\$ -
Board Expenses				\$	-	\$ -
9. Software				\$	-	\$ -
10. Marketing/Communications				\$	-	\$ -
11. Staff Education and Training	\$	450		\$	450	\$ 450
12. Subcontracts/Agreements				\$	-	\$ -
13. Other (specific details mandatory):	\$	7,946	\$ -	\$	7,946	\$ 324 \$ 8,270
TOTAL	\$	87,412	\$ -	\$	87,412	\$ 3,561 \$ 90,973

Indirect As A Percent of Direct

10%

Contractor Initials: ET

Date: 3/10/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Contractor's 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: ET
Date: 5/20/2013

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

- 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

Page ____ of ____

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – 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.

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.

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

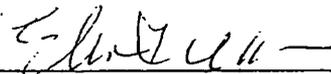
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature) Elin Treanor, CFO/COO
(Authorized Contractor Representative Name & Title)

Easter Seals New Hampshire, Inc. 3/10/2013

(Contractor Name) (Date)