



40AM07

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

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

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

April 7, 2014

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

Retroactive
100% other funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division for Children, Youth and Families to enter into **retroactive** agreements with vendors identified below to provide Title I services to abused, neglected or delinquent youth in an amount not to exceed \$367,196.25, effective retroactive to December 16, 2013, through August 31, 2014 effective upon Governor and Executive Council approval.

Vendor	Service Location	Total
Easter Seals Educational Program	Manchester	\$ 10,950.00
Merrimack Valley Day Care Services	Concord	12,576.25
Mount Prospect Academy	Plymouth	87,893.00
NFI North, Inc.	Contoocook	113,977.00
Pine Haven Boys Center	Allenstown	81,200.00
Spaulding Youth Center	Northfield	60,600.00
	Total:	\$367,196.25

Funds are available in the following account for State Fiscal Years 2014 and 2015 with ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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

Please see attachment for fiscal details.

EXPLANATION

This request is submitted **retroactively** because the United States Department of Education does not make Title I Elementary and Secondary Education Act funds available until after applications for funding are approved by the New Hampshire Department of Education. Approval from the New Hampshire Department of Education for the selected vendor awards was not received until January 28, 2014. Work began immediately to process contracts for this grant funding.

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

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

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

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

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

For the 2013-2014 school year, six (6) applications were received and all were selected for this grant funding. This grant will fund full and part-time Title I tutors and classroom aides. Additionally, these grant funds will provide specialized training and technology for teaching staff to utilize and share with parents in order to support the special education needs of youth. Funds from this grant will also provide educational consultation services specific to specialized curriculums or technology and supplies.

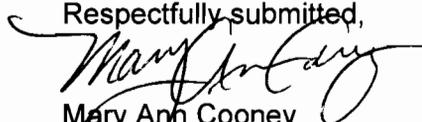
Should the Governor and Executive Council not approve this request, children who are abused, neglected, or delinquent could fail to make academic progress at a level equal to their peers. This will result in a decrease in educational achievement of New Hampshire youth and may, in some cases, result in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

Area Served: Concord, Manchester, and Rochester

Source of Funds: 100% Other Funds

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

TITLE I PART D, SUBPART 1, ESEA

SECTION 1

APPLICATION FOR FEDERAL ASSISTANCE TO MEET THE
SPECIAL EDUCATIONAL NEEDS OF CHILDREN IN STATE INSTITUTIONS
FOR NEGLECTED OR DELINQUENT CHILDREN
2013-2014

CERTIFICATION BY STATE AGENCY

PART I

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

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

Applicant State Agency: (Legal Name) NH Department of Health and Human Services Division for Children, Youth and Families	Name & Title of Authorized Representative: <i>Maggie Bishop, Director</i>
Mailing Address: (Street, City, State, Zip Code) <i>Thayer Building 129 Pleasant Street Concord, NH 03301</i>	
Signature: <i>Maggie Bishop (LSS)</i>	Date Signed: <i>01/28/2014</i>
Name & Title of Person Submitting This Application: John Harrington, Community and Family Support Specialist	Telephone: 603-271-0945
Mailing Address if different than above: (Street, City, State, Zip Code) Same as above	
E-Mail Address: <i>john.h.harrington@dhhs.state.nh.us</i>	

STATEMENT OF ASSURANCES

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

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

Limitation of Funding for Project

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

1. Maintenance of Effort

A. Second Preceding Year: (2011-2012)	B. Preceding Year: (2012-2013)
\$10,058,088.00 Group Care \$8,799,670.70 Child Care	\$ 11,309,296.00 Group Care \$ 10,090,488.00 Child Care

2. **Institutions to be Funded**

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

Name of Institution	Subject Area/s To Be Addressed	Number of Students Served	Funding in This Application	Transition Coordinator
Easter Seals Educational Program	Mathematics, Reading, Written Language, Vocational Educ, Career Development		\$10,950.00	Roger Pinard John Tuttle
Merimack Valley Day Care Services	Mathematics, Reading	30	\$12,576.25	Barbara Romanos Sasha Saxon
Mount Prospect Academy	Mathematics, Reading, Independent Living	115	\$87,893.00	Angelina Gannett
NFI North, Inc.	Mathematics, Reading, Vocational Education., Career Development	30	\$113,977.00	Lorraine Sanders Linda Saleski
Pine Haven Boys Center	Mathematics, Reading	20	\$81,200.00	Cindy Lavallee Michael Maroni
Spaulding Youth Center	Reading, Transition Professional Development	73	\$60,600.00	Colleen Sliva Garrett Lavallee
Total			\$367,196.25	

3. Sub-Recipient Award Process:

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

For the 2013-2014 school year, proposals were solicited from all of the Intensive Group Homes serving delinquent or abused youth as determined at the time of the official request for proposals. An evaluation committee, comprised of DCYF Child Protection and Juvenile Justice representatives having expertise in child protection, residential facilities, community services, education, and fiscal responsibility reviewed applications. The notice to apply was also posted on the Department of Health and Human Services website.

Applications were evaluated based on the following criteria:

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

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

Not applicable

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

We will review the required end of year annual evaluations submitted by each sub-recipient and compare the reported results with the original proposals to determine whether the planned progress was achieved, identify what issues hampered success (if any), and compare the success of one program over another with respect to significantly different program strategies (i.e. one sub-recipient may utilize funds to support teaching staff positions, another may focus on technological improvements, while another places heavy emphasis on transitional services – which strategy yielded the best results). The knowledge gained through the evaluation and comparison of programs will contribute to the 2014-2015 application.

4. STATE AGENCY PROGRAMS

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

Not applicable

5. Title I Part D, Subpart 1 Summary Budget

Use this form to summarize all of the institution budgets included in section 2 of this application.
Totals on this sheet should match your OBM Form 1.

Account Category	Total Costs
Salaries and Benefits <i>Include the title and number of employees. Include rate of pay by hour/week etc.</i>	Salaries - \$173,889.50 Benefits - \$53,423.75
Contracted Services <i>Summarize your activities and provide breakdown of expenses.</i>	\$75,694.00
Supplies and Materials <i>Detail your purchase (Ex: # @ \$). Explain the connection between what you wish to purchase and the activities in your application.</i>	\$7,985.00
Books <i>Detail your purchase (Ex: # @ \$). Explain the connection between what you wish to purchase and the activities in your application.</i>	\$8,794.00
Equipment <i>Attach a justification for each item you wish to purchase</i>	\$16,360.00
Professional Development Activities	\$10,300.00
Travel <i>Summarize your activities including the number of days, people involved and associated costs.</i>	\$10,750.00
Administration	\$10,000.00
Total Costs <i>Matches Grants Online System</i>	\$367,196.25

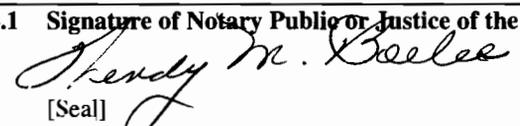
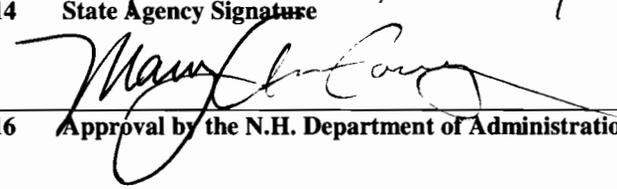
Subject: Title I, Part D, Subpart 1, Elementary and Secondary Education Act (ESEA) Grant

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 & 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 of New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 621-3679	1.6 Account Number 05-95-40-404010-5830	1.7 Completion Date August 31, 2014	1.8 Price Limitation \$10,950
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/4/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Wendy M. Boelee, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2-25-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: 
Date: 2/3/2014

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: 2/3/2014

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

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

Cover Sheet to Title I, Part D1 Application

RECEIVED
DEC 16 2013

Name of Institution: Easter Seals Educational Program

Name of Institution Contact: John Tuttle

Contact phone number: (603)621-3602

Contact email address: jtuttle@eastersealsnh.org

Easter Seals Educational Programs, NH
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2013-2014

INSTITUTION LEVEL APPLICATION

Contractor Initials *ES*

Date *2/13/2014*

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2013-2014 SY?	Assessments used to assess these goals? Include pre/post dates for reading and math assessments.	Who is responsible for giving and analyzing student results
Academic Outcomes	To improve student performance in mathematics by implementing instruction based upon the Common Core curriculum. <i>purpose to increase student motivation</i>	Increase measured mathematics ability by at least one grade level.	Achievement testing using AIMES Web Measurement of Academic Progress will be completed three times a year. Pre and post-testing included in the web-based curriculum will be used according to the course schedule for web-based courses.	Director of Education Services
Reading	To increase student interest in reading and improve reading comprehension skills through improved and increased instructional opportunities.	Increase measured reading comprehension skills by at least one grade level. Through the school wide Read a Book program, students will read two books of their choice at their reading level per year and complete a project to demonstrate understanding for each book.	Achievement testing using AIMES Web Measurement of Academic Progress will be completed three times a year. Pre and post-testing included in the web-based curriculum will be used according to the course schedule for web-based courses.	Director of Education Services

			An assessment of reading comprehension ability will be led by the Reading Specialist 3 times a year.	Reading Specialist
Written Language	To increase student engagement in writing instruction by providing high interest, interactive instructional materials.	Increase measured language usage skills by at least one grade level and demonstrate improved writing skills in targeted writing samples.	Achievement testing using AIMES Web Measurement of Academic Progress will be completed three times a year. Pre and post-testing included in the web-based curriculum will be used according to the course schedule for web-based courses. A targeted writing prompt will be administered by the Reading Specialist 3 times a year.	Director of Education Reading Specialist
Vocational Outcomes				
Vocational Education	Increase student employability by offering opportunities to obtain certification in skills that are valued by employers.	Students in the vocational programs will have increased opportunities to earn CPR and First Aid certification.	Courses to support this certification will be offered one time a year. An informal pre-test will be administered by the vocational teacher at the beginning of each course and CPR and First Aid certification exams will be administered by certified trainers at the end of each course. Career Fair will be held to introduce students to potential careers that they might be interested in.	CPR/First Aid Trainer Director of Education Services Guidance Counselor
Career Development	Increase student knowledge in personal management, career management and life management.	Students will develop a skill base critical to independent living. Students will master the classroom	Students will complete "The Transitions Curriculum" and demonstrate increased knowledge and skills through	Director of Education Services Guidance

	Support appropriate students in developing the knowledge to obtain a drivers license.	learning components to prepare them to obtain a drivers license.	work samples and observed performance. Pre and post-tests from the "In the Driver's Seat" training program.	Counselor
--	---	--	---	-----------

Contractor Initials ET
Date 2/3/2014

Institution Name _____

2. Scope of Project

A. Students to Be Served

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

by T1 staff

Ages	Reading*	Mathematics*	Written Language*	Vocational Education**	Career Development
5 – 10 years old	15	15	15	0	0
11-15 years old	55	55	55	0	0
16-18 years old	65	55	65	20	50
19 years and older	40	30	40	20	40

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	7% FTE (3 hours per week)	Reading Specialist	Certification from the Department of Education	\$25 per hour
2	7% FTE (3 hours per week)	Guidance Counselor	Certification from the Department of Education	\$25 per hour

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

Roger Pinard
Name of Individual

Guidance Counselor
Title of Individual

John Tuttle
Name of Individual

Director of Educational Services
Title of Individual

D. Staff/ Student Ratio's:

Total students paroled T1 D support _____ divided by Total Title I Staff FTE _____ = _____ to 1

Easter Seals Educational Programs, NH
Institution Name

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

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

Mathematics Program: The Jolicoeur Schools and Lancaster School currently provide math instruction through classroom instruction and learning activities in the classroom and in real world settings. Class sizes are small well supported by a teacher and paraprofessionals. Classroom teachers and special educators are trained in using the OdysseyWare math program and supplemental resources to develop mathematics skills. The implementation of OdysseyWare math includes lessons, examples, and classroom group activities. The use of manipulatives and visuals to support student understanding is key to implementation. In supplement to this program, to increase student progress, Title 1 funds would be utilized to implement training and provide additional supplies to adapt the OdysseyWare program to align with the Common Core. Teachers in areas other than mathematics will be trained to incorporate the development of mathematics skills into their instructional plans. An example would be for science teachers to implement OdysseyWare math skills when calculating formulas. The use of the funds could therefore provide supplemental services and increase overall math computation skills among the students.

Reading Program: The Jolicoeur Schools and Easter Seals Lancaster School currently provide training in the SPIRE and Read for Real programs and supporting materials for all reading teachers. Training updates are offered in professional development days prior to school opening each year. Collaboration and team meetings for the reading program would be implemented to support consistency of instruction for classroom teachers and selected residential counselors.

The schools currently have a Read a Book program to promote student engagement in reading which offers a once per year book fair at which all students are allowed to choose the book of his/her choice at his/her reading level. Title 1 funds would be used to host a second annual event to increase student exposure to reading opportunities and engage them in reading activities related to their interests.

Written Language Program: The Jolicoeur Schools and Lancaster School are utilizing iPad technology for student learning in all subject areas. Currently, classrooms have 6 iPads to share and utilize in student learning activities. The schools have placed additional funds into training staff and purchasing applications related to written expression skills including job applications, letter writing, poetry and drama/theater activities. Title 1 funds would be utilized to purchase 12 iPads (4 per school) to supplement the current school inventory and purchase written language applications for the new iPads. These supplies would be utilized in daily school activities. Training would also be provided for additional teachers and paraprofessionals in use of the iPads and applications. The purpose of this is to provide a highly-motivating and engaging learning tool to encourage student participation in written language instruction. A highly-

motivating tool is needed as many students are resistant to learning activities that include writing.

Vocational Education: The Jolicoeur Schools and Lancaster School currently provide pre-employment training through volunteer and paid on-campus and community-based jobs. The schools also provide support to gain employment outside of the school day. Some students have job coaching with Easter Seals staff members to support employment and community service activities. These supports occur in both the educational and residential programs. In today's competitive job market, it is critical that students enter the world of work with specific, documented job skills in order to increase employability. We have begun to offer courses to support students in earning specific certifications. Currently, we offer certification in CPR and First Aid. We are able to offer these courses one time per year. Title 1 funds would be used to support this expansion of services.

Career Development Program: The Jolicoeur Schools and Lancaster School currently provide instruction and guidance services for high school students to develop independent living skills, plan for careers and explore post graduate opportunities. Title 1 funds would be utilized to supplement this service through additional integration of materials and technology into the program and the addition of instruction in driving, which is highly motivating to students.

2)

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

The Director of Education Services will oversee the distribution and accountability for the Title 1 funds. This person will ensure that achievement testing and other outcomes assessments are administered and that results are reviewed and used to improve practice.

The Reading Specialist will oversee the implementation of reading and written language assessments and instruction. This person will also coordinate services to be implemented in the residential program.

The Guidance Counselor will work with special educators at each campus to implement programming for vocational and career development services.

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

Career and life choices counseling will be offered by the Guidance Counselor in conjunction with the completion of The Transitions Curriculum. Teachers and educational and residential paraprofessionals will provide job shadowing and job coaching experiences.

Peer group collaboration services also will occur as the guidance department will offer sessions to utilize the technology provided and secure opportunities to use peer coaching in career development plans.

A Career Fair will be held to introduce different career ideas to the students and/or to develop a further understanding of what is needed to get that type of job.

F. Transition Services:

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

The transitional services provided for the neglected for delinquent youth include the services related directly to some of the Guidance Counselors time in meeting with students and developing the career fair \$5000 (28%).

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

As described in the program narratives above, we will be using these reserved funds to prepare students for transition. Academic instruction increases their preparedness and teachers consistently teach the functional application of academic skills. Preparing students to learn in a web-based format by participation in web-based courses is critical, especially for students who will participate in post-secondary education. In more specific transitional efforts, the certification in specific job-related skills (First Aid and CPR) will increase student employability. The Guidance Counselor will work with students to take the learning from this curriculum one step further and develop individualized plans. Students will be counseled to identify their areas of strength and interest and build on these areas to prepare for their futures.

Easter Seals Educational Programs, NH
Institution Name

G. Professional Development:

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

The needs for the institutional staff members are met through ongoing professional development opportunities with a collaborative, student-centered approach. The ability to understand the educational and transitional needs for each student and implement structured instructional programming to meet these needs will continue to be developed through in-service training. Repeated initial training is necessary as new staff members are hired and ongoing training to support the continued growth of experienced staff members is also needed. Training to help teachers and paraprofessionals maintain current knowledge of technology is also critical to engage students and prepare them to live in a world in which technological skills are becoming more and more critical to independence for youth. In-service trainings such as the regional teacher training days provide support for the staffing needs to share implementation techniques across the different geographical locations.

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

Professional development needs specific to the objectives in this Title 1 project application are:

- Training teachers from multiple subject areas that include mathematics skills in the OdysseyWare math curriculum so that instruction is consistent for the learners.
- Training in adapting the current math program to meet the new Common Core standards.
- Training in the use of technologies that support the Title 1 project.
- Interaction with consultants who can guide implementation of programs and materials in meaningful ways.
- Development of the ability to guide students to be able to learn effectively using web-based learning options.

H. Coordination:

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

The Special Education Coordinator is a key part of the school leadership team that guides Title 1 services. The Special Education Coordinator and supports the administration, teachers and paraprofessionals in implementation of instructional and transitional services that are best practices for all students as well as strategies specifically designed to support students with IEPs. Easter Seals Educational Programs coordinate with other individuals and community programs throughout all grade levels. We will continue to coordinate with local businesses for student volunteer and paid employment opportunities. Our goal is to continue to build the number of certification options for students that are recognized and respected by related industries. Obtaining a certificate could lead to employment opportunities or to obtaining a mentorship or apprenticeship in the selected field, such as culinary arts. Students engaged in

the Title 1 programs will enjoy opportunities developed through collaboration with local community colleges and other post-secondary education institutions.

Institution Name _____

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Reading Specialist (One person for 3 hours per week at \$25 per hour for student reading assessments) Guidance Counselor (One person for 6 hours per week at \$25 per hour for student reading assessments)	Salary - \$2,394 Benefits - \$756 Salary - \$4,788 Benefits - \$1512
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	None requested	\$0
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	None requested	\$0
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>	Double the Impact of the annual Read a Book program by hosting a second book fair and purchasing a second book for every student to promote reading	\$1,000
Equipment <i>Attach a justification for each item to be purchased.</i>	12 iPads at \$430 each for written expression and transitional services applications 2 Licenses for a web- based curriculum	\$5,160 Item not approved, Title I does not supplant IEP requirements \$1200
Professional Development Activities	Consultants (10 one hour visits at \$50 per hour)	\$500
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	None requested	\$0

Contractor Initials Last ET
 Date 2/3/2014

Administration	None requested	\$0
Total Costs		\$17,310 \$10,950.00

Job Descriptions Attached

Level: E—5

Exempt Status: Administrative

Job Code: DIREDS

Job Title: Director of Education Services

Job Objective: Oversee all aspects of the Educational Program at the assigned school.

Oversee the delivery of speech/language, occupational, and physical therapies to students. (Maine)

Qualifications:

- ◆ Masters Degree in related field
- ◆ Administration certification (Principal and/or Special Education Administration)
- ◆ Three years of supervisory experience
- ◆ Three years of experience with students who have educational challenges
- ◆ Valid driver's license and reliable transportation

Background Checks: Motor vehicle record, Auto insurance. State criminal record

<u>CT</u>	<u>ME</u>	<u>NH</u>	<u>NY</u>	<u>RI</u>	<u>VT</u>
<input type="checkbox"/> N/A <input type="checkbox"/> Sex offenders <input type="checkbox"/> DCF <input type="checkbox"/> DDS	<input type="checkbox"/> N/A <input type="checkbox"/> Finger-Printing <input type="checkbox"/> CFS	<input type="checkbox"/> N/A <input type="checkbox"/> Fingerprinting <input type="checkbox"/> CCLU <input type="checkbox"/> BEAS	<input type="checkbox"/> OPWDD Fingerprinting <input type="checkbox"/> Central Registry	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A <input type="checkbox"/> Fingerprinting <input type="checkbox"/> Adult/Child Abuse Registry

New Hampshire: Childcare physical required for all positions working in all schools and all youth residential facilities.

Essential Responsibilities:

1. Implement/supervise new and existing educational programs.
2. Recommend, plan and implement school policies following state and federal regulatory requirements.
3. Establish and maintain positive, effective relationships with all public and private agencies.
4. Act as a liaison for the Education Department with other departments of the Agency as applicable.
5. Effectively and accurately report departmental administrative, financial, professional and programmatic information through use of data and statistics.
6. Ensure and maintain budgeted financial expectations.

7. Monitor and assure quality treatment for regular education, special education, clinical and ancillary service provisions for students from admission to discharge.

DIREDS Director of Education Services (DIREDS)

Page 2

8. Maintain compliance for a safe and clean physical plant. Collaborate with grounds maintenance department as applicable.
9. Maintain exceptional customer relations communication with parents, funders, referral sources and community representatives.
10. Interview and hire all school personnel as necessary in accordance with agency policy.
11. Evaluate the performance of all school personnel on an annual basis.
12. Supervise and evaluate school curriculum and instruction.
13. Supervise the effective utilization of medical and professional consultant personnel.
14. Plan and conduct regular staff meetings and/or professional development with department personnel.
15. Supervise placement of student teachers, interns and volunteers.
16. Coordinate and report student's assessments including state, local and school based testing.
17. Provide for programming in-service training for educational/residential staff.
18. Manage and confirm admission of referred clients as assigned.
19. Represent the school for recruitment and promote retention of customer base (referrals).

See Addendum - Director of Education Services, Maine for additional responsibilities.

DIREDS Director of Education Services (DIREDS)
Page 3

Non-Essential Responsibilities:

1. Perform additional duties as requested.

The preceding Essential and Non-Essential Responsibilities are not intended to be an exhaustive list of tasks and functions for this position. Other tasks and functions may be assigned as needed to fulfill the Agency mission.

Physical Requirements:

1. Director of Education Services

My signature below is an acknowledgement that I have received and reviewed a copy of this job description.

Employee signature

Date

Developed: 5/01, Revised: 1/03, 6/09, 5/11, 07/11, 5/13

Director of Education Services (DIREDS)
Page 4

Addendum – Director of Education Services, Maine:

Essential Responsibilities:

1. Recommend/budget new and existing educational programs.

The preceding essential and non-essential responsibilities are not intended to be an exhaustive list of tasks and functions for this position. Other tasks and functions may be assigned as needed to fulfill the Agency mission.

My signature below is an acknowledgement that I have received and reviewed a copy of this addendum.

Employee Name (clearly printed)	Employee Signature	Date
Dev 5/13		

DIREDS Director of Education Services
Page 5

Physical Requirement Form

Contractor Initials ET
Date 2/3/2014

Position: Director of Education Services

Department: Education

Definition of Terms:

- NOT AT ALL - Employee never engages in activity.
- OCCASIONALLY – Employee engages in this activity 1% to 33% of time.
- FREQUENTLY – Employee engages in this activity 34% to 66% of time.
- CONTINUOUSLY – Employee engages in this activity 67% to 100% of time

1. On an average day, staff are required to:	Not at all	Occasionally	Frequently	Continuously
A. Sit	()	()	(X)	()
B. Stand	()	(X)	()	()
C. Walk	()	(X)	()	()
D. Drive	()	(X)	()	()
E. Bend/Stoop	()	(X)	()	()
F. Climb (i.e.: Stairs)	()	(X)	()	()
G. Kneel	()	(X)	()	()
H. Balance	(X)	()	()	()
I. Squat	(X)	()	()	()
J. Crouch	()	(X)	()	()
K. Crawl	(X)	()	()	()
L. Hold	()	(X)	()	()
M. Carry	()	(X)	()	()
N. Assist individual in/out of vehicles	()	(X)	()	()
O. Transfer individual in/out of wheelchair	()	(X)	()	()
2. On an average day, staff may be required to:	Not at all	Occasionally	Frequently	Continuously
<u>Lift/Customer Handling</u>				
A. 0-10 pounds	()	(X)	()	()
B. 11-25 pounds	(X)	()	()	()
C. 26-35 pounds	(X)	()	()	()
D. 36-50 pounds	(X)	()	()	()
E. 51-100 pounds	()	(X)	()	()
F. over 100 pounds	()	(X)	()	()
<u>Push/Pull</u>				
A. 0-10 pounds	()	(X)	()	()
B. 11-25 pounds	(X)	()	()	()
C. 26-50 pounds	(X)	()	()	()
D. 51-100 pounds	()	(X)	()	()
E. over 100 pounds	()	(X)	()	()

DIREDS Director of Education Services
Page 6

3. On an average day staff are required to:

	Not at all	Occasionally	Frequently	Continuously
<u>Office</u>				
A. Collate	()	(X)	()	()
B. Use Phone	()	()	(X)	()
C. File	()	(X)	()	()
D. Type	()	()	(X)	()
E. Schedule	()	()	(X)	()
F. Use Keyboard	()	(X)	()	()
G. Use Computer Monitor	()	()	(X)	()

Communication

	Not at all	Occasionally	Frequently	Continuously
A. Hear	()	()	()	(X)
B. Speak	()	()	()	(X)
C. Write	()	()	()	(X)

4. Some positions require the use of behavioral intervention which may include:

	Not at all	Occasionally	Frequently	Continuously
A. Pursuing an individual	()	(X)	()	()
B. Lowering an individual to floor	()	(X)	()	()
C. Lifting individual from floor to standing	()	(X)	()	()
D. Lowering an individual to sitting position	()	(X)	()	()
E. Blocking/Deflecting (stop force of hit/punch)	()	(X)	()	()
F. Cushioning individual from a fall	()	(X)	()	()
G. Preventing/releasing hair pulls/bites	()	(X)	()	()
H. Restraining an individual	()	(X)	()	()
I. Receiving/Enduring physical aggression	()	(X)	()	()

Comments:

Level: E2

Job Code: GUIDED

Job Title: Guidance Counselor, Education

Job Objective: To promote and enhance student career development through academic, personal, and social growth through individual and school activities in Easter Seals Educational Program.

Qualifications:

- ◆ Bachelor's Degree from accredited college or university in Education, Counseling, or related field
- ◆ 2 years + experience in education, particularly career planning and pre-employment
- ◆ Guidance Counselor Education certification preferred
- ◆ Valid driver's license and reliable transportation

Background Checks: Motor vehicle record, Auto insurance (Agency limits apply), State criminal record.

<u>CT</u>	<u>ME</u>	<u>MA</u>	<u>NH</u>	<u>NY</u>	<u>RI</u>	<u>VT</u>
<input type="checkbox"/> Sex offenders check	<input type="checkbox"/>	<input type="checkbox"/> DSS <input type="checkbox"/> CORI	<input type="checkbox"/> Finger-printing <input type="checkbox"/> BCCL	<input type="checkbox"/> OPWDD Fingerprinting <input type="checkbox"/> Central Register	<input type="checkbox"/>	<input type="checkbox"/> DCF Registry Check (Rutland Group Home) <input type="checkbox"/> Fingerprinting <input type="checkbox"/> VCIC

New Hampshire: Childcare physical required for all positions working in all schools and all youth residential facilities.

Essential Responsibilities:

1. Managing student records including transcripts and course selection to meet individual needs and goals.
2. Conduct orientation activities for new students as assigned by the Director of Education
3. Assist students in mapping and developing an educational plan with the collaborative teams
4. Provide projects in collaboration with teachers that are tailored to each student's ability.
5. Provide consultation to staff members regarding State Frameworks for Learning.
6. Assist in preparing, ordering, and evaluating curriculum for courses
7. Provide students opportunities to explore post secondary options.
8. Prepare exiting transcripts and letters of recommendations.
9. Develop outline and description of courses that are designed to met the requirements of each students IEP and capitalize on students interest
10. Strong behavior management skills to manage classroom crisis situations
11. Keep accurate grade reports
12. Provide student advocacy and career counseling.

- 13. Attend teacher meetings and other meetings as scheduled
- 14. Responsible for documentation and student reports as requested.
- 15. Support and participate in the implementation and practice of Collaborative Problem Solving.

Guidance Counselor, Education (GUIDED)
Page 20

- 16. Provide resources for teachers and families related to independent living, post graduate opportunities and community participation for students.
- 17. Create and manage job shadowing and pre-employment skills training with assigned students.

Non-Essential Responsibilities:

- 2. Perform additional duties as requested.

The preceding Essential and Non-Essential Responsibilities are not intended to be an exhaustive list of tasks and functions for this position. Other tasks and functions may be assigned as needed to fulfill the Agency mission.

Physical Requirements:

- 2. Guidance Counselor, Education

My signature below is an acknowledgement that I have received and reviewed a copy of this job description.

Employee signature

Date

Developed: 07/2011

Guidance Counselor, Education (GUIDED)
Page 3

Physical Requirement Form

Position: Guidance Counselor, Education **Department:** Education

Definition of Terms:

- NOT AT ALL** - Employee never engages in activity.
- OCCASIONALLY** - Employee engages in this activity 1% to 33% of time.
- FREQUENTLY** - Employee engages in this activity 34% to 66% of time.
- CONTINUOUSLY** - Employee engages in this activity 67% to 100% of time

5. On an average day, staff are required to:	Not at all	Occasionally	Frequently	Continuously
P. Sit	()	()	(X)	()
Q. Stand	()	()	(X)	()
R. Walk	()	()	(X)	()
S. Drive	()	()	(X)	()
T. Bend/Stoop	()	()	(X)	()
U. Climb (i.e.: Stairs)	()	()	(X)	()
V. Kneel	()	()	(X)	()
W. Balance	()	()	(X)	()
X. Squat	()	()	(X)	()
Y. Crouch	()	()	(X)	()
Z. Crawl	()	()	(X)	()
AA. Hold	()	()	(X)	()
BB. Carry	()	()	(X)	()
CC. Assist individual in/out of vehicles	()	()	(X)	()
DD. Transfer individual in/out of wheelchair	()	()	(X)	()
6. On an average day, staff may be required to:	Not at all	Occasionally	Frequently	Continuously
<u>Lift/Customer Handling</u>				
G. 0-10 pounds	()	()	(X)	()
H. 11-25 pounds	()	()	(X)	()
I. 26-35 pounds	()	()	(X)	()
J. 36-50 pounds	()	()	(X)	()
K. 51-100 pounds	()	()	(X)	()
L. over 100 pounds	()	(X)	()	()
<u>Rush/Pull</u>	Not at all	Occasionally	Frequently	Continuously
F. 0-10 pounds	()	()	(X)	()
G. 11-25 pounds	()	()	(X)	()
H. 26-50 pounds	()	()	(X)	()
I. 51-100 pounds	()	()	(X)	()
J. over 100 pounds	()	(X)	()	()

Guidance Counselor, Education (GUIDED)
Page 4

7. On an average day staff are required to:

Office

	Not at all	Occasionally	Frequently	Continuously
H. Collate	()	()	(X)	()
I. Use Phone	()	()	(X)	()
J. File	()	()	(X)	()
K. Type	()	()	(X)	()
L. Schedule	()	()	(X)	()
M. Use Keyboard	()	()	(X)	()
N. Use Computer Monitor	()	()	(X)	()

Communication

	Not at all	Occasionally	Frequently	Continuously
D. Hear	()	()	()	(X)
E. Speak	()	()	()	(X)
F. Write	()	()	()	(X)

8. Some positions require the use of behavioral intervention which may include:

	Not at all	Occasionally	Frequently	Continuously
J. Pursuing an individual	()	()	(X)	()
K. Lowering an individual to floor	()	()	(X)	()
L. Lifting individual from floor to standing	()	()	(X)	()
M. Lowering an individual to sitting position	()	()	(X)	()
N. Blocking/Deflecting (stop force of hit/punch)	()	()	(X)	()
O. Cushioning individual from a fall	()	()	(X)	()
P. Preventing/releasing hair pulls/bites	()	()	(X)	()
Q. Restraining an individual	()	()	(X)	()
R. Receiving/Enduring physical aggression	()	()	(X)	()

Comments: Consumer handling with assistance from other staff.

Level: E-3

Exempt Status: Professional

Job Code: SPEDTC

Job Title: Special Education Teacher

Job Objective: Design and implement classroom program under the guidance of the school Administrator and/or designated staff.

Qualifications:

- ◆ Bachelor's Degree from accredited college or university,
- ◆ Minimum 2 years relevant experience,
- ◆ Meet minimum requirements of the appropriate State Board of Education,
- ◆ See Addendum – Special Education Teacher for additional qualifications.
- ◆ See Addendum – Lead Special Education Teacher for additional qualifications.
- ◆ Valid driver's license and reliable transportation.

Background Checks: Motor vehicle record, Auto insurance (Agency limits apply), State criminal record

<u>CT</u>	<u>ME</u>	<u>MA</u>	<u>NH</u>	<u>NY</u>	<u>RI</u>	<u>VT</u>
<input type="checkbox"/> Sex offenders check	<input type="checkbox"/>	<input type="checkbox"/> DSS <input type="checkbox"/> CORI	<input type="checkbox"/> Finger-printing <input type="checkbox"/> BCCL	<input type="checkbox"/> OPWDD Fingerprinting <input type="checkbox"/> Central Register	<input type="checkbox"/>	<input type="checkbox"/> Fingerprinting <input type="checkbox"/> VCIC <input type="checkbox"/> Adult/Child Abuse Registry
<input type="checkbox"/> DCF check						

New Hampshire: Childcare physical required for all positions working in all schools and all youth residential facilities.

Essential Responsibilities:

18. Design a classroom environment that is both motivating and stimulating for students.
19. Provide a daily, written lesson plan in appropriate book form. Store book accessibly at the school should the teacher be unexpectedly absent.
20. Maintain periodic progress scales for each pupil and attend case conferences on each student at appropriate intervals during the school year.
21. Implement behavioral system, as approved by treatment team and T.C.I. protocols.
22. Assure that accurate attendance records are maintained and are to be submitted appropriately prior to the completion of the school year.
23. Submit monthly reports to appropriate parties.
24. Attend school-specific and Agency-related staff and/or parent meetings as required.
25. Assure that all students are supervised at all times by a responsible individual who is a paid employee of the agency.
26. Attend annual orientation for staff, prior to school opening.
27. Develop a working relationship with the assigned professionals, as well as the coordinator of therapeutic classroom activities.

28. Collaborate with the Treatment Team regarding treatment of the children and diagnostic information.

Special Education Teacher (SPEDTC)
Page 24

29. Participate in meetings and workshops that would serve as community orientation regarding Easter Seals.
30. Help organize and supervise extra-curricular activities.
31. Supervise aides assigned to classroom.
32. Transport students to and from group residence, activities, work, etc. Use of own vehicle is frequent, if not daily.
33. See Addendum(s) for additional Lead responsibilities.

Special Education Teacher (SPEDTC)
Page 4

Addendum –Special Education Teacher (Vermont only):

Additional Qualifications:

- ◆ Maintains valid state special education license

Essential Responsibilities:

1. Ensure compliance with existing IEP and assist in the development of IEPs in accordance with state policy.

Addendum –Special Education Teacher (remaining Agency locations):

Additional Qualifications:

- ◆ Eligible for teacher certification or enrolled in Master's degree program leading to certification.

Essential Responsibilities:

1. Develop IEPs within 30 days of Admission. Act as coordinator for therapist's reports for IEP meetings.
2. Follow program of Certification developed by the state Department of Education and local Master Plan of the Society.

Addendum – Evaluation Coordination

Essential Responsibilities:

1. Receive, organize, and prepare outside evaluations for CPSE as needed.
2. Conduct all educational evaluations for outside referrals

The preceding essential and non-essential responsibilities are not intended to be an exhaustive list of tasks and functions for this position. Other tasks and functions may be assigned as needed to fulfill the Agency mission.

My signature below is an acknowledgement that I have received and reviewed a copy of this addendum.

Employee signature

Date

Developed: 2/05

Revised: 10/05

ET
2/13/04

Special Education Teacher (SPEDTC)
Page 5

Addendum – Lead Special Education Teacher:

Additional Qualifications:

- ◆ Certified teacher.

Additional Responsibilities:

1. Responsible for the site in the Director's absence in conjunction with the Office Manager overseeing the facility.
2. Register children for the NHEIAP and collaborating with Educational Staff for completing the Statewide Assessment.
3. Selecting and order curriculum in collaboration with other Educational Staff (with final approval from Director).
4. Oversee the Employee Training Plans for Educational Staff.
5. Complete regular supervisions and Performance Evaluations for Education Staff.
6. Assist Director and Office Manager in maintaining current Education files.
7. Coordinate with Educational Staff for Extended School Year and collect pertinent and necessary documentation.
8. Scheduling of Educational Staff in conjunction with other Teachers.
9. Assist in task analysis for paraprofessionals.

The preceding Essential and Non-Essential Responsibilities are not intended to be an exhaustive list of tasks and functions for this position. Other tasks and functions may be assigned as needed to fulfill the Agency mission.

My signature below is an acknowledgement that I have received and reviewed a copy of this job description.

Employee signature

Date

Special Education Teacher (SPEDTC)
Page 6

Addendum –Special Education Teacher (Monticello and Pt. Jervis, NY):

Essential Responsibilities:

1. Conduct initial referrals sent by the school district.
2. Submit corresponding reports in a timely manner.
3. Attend CPSE meetings.

The preceding essential and non-essential responsibilities are not intended to be an exhaustive list of tasks and functions for this position. Other tasks and functions may be assigned as needed to fulfill the Agency mission.

My signature below is an acknowledgement that I have received and reviewed a copy of this addendum.

Employee signature

Date

Developed 2/05

Special Education Teacher (SPEDTC)
Page 7

Addendum –Special Education Teacher (Valhalla, NY):

Essential Responsibilities:

4. Submit reports in a timely manner.
5. Attend CPSE meetings.

The preceding essential and non-essential responsibilities are not intended to be an exhaustive list of tasks and functions for this position. Other tasks and functions may be assigned as needed to fulfill the Agency mission.

My signature below is an acknowledgement that I have received and reviewed a copy of this addendum.

Employee signature

Date

Special Education Teacher (SPEDTC)
Page 8

Physical Requirement Form

Position: Special Education Teacher **Department:** Education

Definition of Terms:

NOT AT ALL - Employee never engages in activity.
OCCASIONALLY - Employee engages in this activity 1% to 33% of time.
FREQUENTLY - Employee engages in this activity 34% to 66% of time.
CONTINUOUSLY - Employee engages in this activity 67% to 100% of time

9. On an average day, staff are required to:	Not at all	Occasionally	Frequently	Continuously
EE. Sit	()	()	(X)	()
FF. Stand	()	()	(X)	()
GG. Walk	()	()	(X)	()
HH. Drive	()	()	(X)	()
II. Bend/Stoop	()	()	(X)	()
JJ. Climb (i.e.: Stairs)	()	()	(X)	()
KK. Kneel	()	()	(X)	()
LL. Balance	()	()	(X)	()
MM. Squat	()	()	(X)	()
NN. Crouch	()	()	(X)	()
OO. Crawl	()	()	(X)	()
PP. Hold	()	()	(X)	()
QQ. Carry	()	()	(X)	()
RR. Assist individual in/out of vehicles	()	()	(X)	()
SS. Transfer individual in/out of wheelchair	()	()	(X)	()
10. On an average day, staff may be required to:	Not at all	Occasionally	Frequently	Continuously
<u>Lift/Customer Handling</u>				
M. 0-10 pounds	()	()	(X)	()
N. 11-25 pounds	()	()	(X)	()
O. 26-35 pounds	()	()	(X)	()
P. 36-50 pounds	()	()	(X)	()
Q. 51-100 pounds	()	()	(X)	()
R. over 100 pounds	()	(X)	()	()
<u>Push/Pull</u>	Not at all	Occasionally	Frequently	Continuously
K. 0-10 pounds	()	()	(X)	()
L. 11-25 pounds	()	()	(X)	()
M. 26-50 pounds	()	()	(X)	()
N. 51-100 pounds	()	()	(X)	()
O. over 100 pounds	()	(X)	()	()

ET

Special Education Teacher (SPEDTC)
Page 9

11. On an average day staff are required to:

Office	Not at all	Occasionally	Frequently	Continuously
O. Collate	()	()	(X)	()
P. Use Phone	()	()	(X)	()
Q. File	()	()	(X)	()
R. Type	()	()	(X)	()
S. Schedule	()	()	(X)	()
T. Use Keyboard	()	()	(X)	()
U. Use Computer Monitor	()	()	(X)	()

Communication

	Not at all	Occasionally	Frequently	Continuously
G. Hear	()	()	()	(X)
H. Speak	()	()	()	(X)
I. Write	()	()	()	(X)

12. Some positions require the use of behavioral intervention which may include:

	Not at all	Occasionally	Frequently	Continuously
S. Pursuing an individual	()	()	(X)	()
T. Lowering an individual to floor	()	()	(X)	()
U. Lifting individual from floor to standing	()	()	(X)	()
V. Lowering an individual to sitting position	()	()	(X)	()
W. Blocking/Deflecting (stop force of hit/punch)	()	()	(X)	()
X. Cushioning individual from a fall	()	()	(X)	()
Y. Preventing/releasing hair pulls/bites	()	()	(X)	()
Z. Restraining an individual	()	()	(X)	()
AA. Receiving/Enduring physical aggression	()	()	(X)	()

Comments: Consumer handling with assistance from other staff.

Special Education Teacher (SPEDTC)
Page 10

Physical Requirement Form

Position: Lead Special Education Teacher **Department:** Education

Definition of Terms:

NOT AT ALL - Employee never engages in activity.
OCCASIONALLY - Employee engages in this activity 1% to 33% of time.
FREQUENTLY - Employee engages in this activity 34% to 66% of time.
CONTINUOUSLY - Employee engages in this activity 67% to 100% of time

1. On an average day, staff are required to:	Not at all	Occasionally	Frequently	Continuously
A. Sit	()	()	(X)	()
B. Stand	()	()	(X)	()
C. Walk	()	()	(X)	()
D. Drive	()	()	(X)	()
E. Bend/Stoop	()	()	(X)	()
F. Climb (i.e.: Stairs)	()	()	(X)	()
G. Kneel	()	()	(X)	()
H. Balance	()	()	(X)	()
I. Squat	()	()	(X)	()
J. Crouch	()	()	(X)	()
K. Crawl	()	()	(X)	()
L. Hold	()	()	(X)	()
M. Carry	()	()	(X)	()
N. Assist individual in/out of vehicles	()	()	(X)	()
O. Transfer individual in/out of wheelchair	()	()	(X)	()
2. On an average day, staff may be required to:	Not at all	Occasionally	Frequently	Continuously
<u>Lift/Customer Handling</u>				
A. 0-10 pounds	()	()	(X)	()
B. 11-25 pounds	()	()	(X)	()
C. 26-35 pounds	()	()	(X)	()
D. 36-50 pounds	()	()	(X)	()
E. 51-100 pounds	()	()	(X)	()
F. over 100 pounds	()	(X)	()	()
<u>Push/Pull</u>				
A. 0-10 pounds	()	()	(X)	()
B. 11-25 pounds	()	()	(X)	()
C. 26-50 pounds	()	()	(X)	()
D. 51-100 pounds	()	()	(X)	()
E. over 100 pounds	()	(X)	()	()

ET

Date 2/3/2014

Special Education Teacher (SPEDTC)
Page 11

3. On an average day staff are required to:

Office	Not at all	Occasionally	Frequently	Continuously
A. Collate	()	()	(X)	()
B. Use Phone	()	()	(X)	()
C. File	()	()	(X)	()
D. Type	()	()	(X)	()
E. Schedule	()	()	(X)	()
F. Use Keyboard	()	()	(X)	()
G. Use Computer Monitor	()	()	(X)	()

Communication	Not at all	Occasionally	Frequently	Continuously
A. Hear	()	()	()	(X)
B. Speak	()	()	()	(X)
C. Write	()	()	()	(X)

4. Some positions require the use of behavioral intervention which may include:

	Not at all	Occasionally	Frequently	Continuously
A. Pursuing an individual	()	()	(X)	()
B. Lowering an individual to floor	()	()	(X)	()
C. Lifting individual from floor to standing	()	()	(X)	()
D. Lowering an individual to sitting position	()	()	(X)	()
E. Blocking/Deflecting (stop force of hit/punch)	()	()	(X)	()
F. Cushioning individual from a fall	()	()	(X)	()
G. Preventing/releasing hair pulls/bites	()	()	(X)	()
H. Restraining an individual	()	()	(X)	()
I. Receiving/Enduring physical aggression	()	()	(X)	()

Comments: Consumer handling with assistance from other staff.

Amendment to 2013 – 2014 Title 1 Application

1. Completed in another email
2. That is a typo it is suppose to say 3 hours for both positions in all spots. They are providing the extra services that are need to help the student be successful with transltions. Getting jobs or increasing reading abilities for the real world.
3. See attached
4. Consultants are certified teachers in subjects that we do not have on our roster and they provide training and review what is being done in all of the classes for that subject.
5. Transitional services will be provided through special classes or on a 1:1 basis. It depends on the needs of the student.
6. \$5,000 will be used to develop a job fair for our students.
 - a. Interviewing training – \$1,000
 - b. Space and food - \$500
 - c. Gifts for presenters - \$500
 - d. Staff time and benefits - \$3,000
7. Typo from Number 2

ET

2/3/2014

Title I, Part A Equipment Justification Form

ITEM(S)	OdysseyWare Licenses	Number to be purchased 2
APPROXIMATE COST PER ITEM Include per child or per teacher information	600.00	Total Costs 1,200.00
LOCATION Where will the equipment be used?	Mammoth Rd	
PURPOSE Detail the following: + How will it support the program? + Who will use it? and + How many students/staff will use it?	To provide supplemental materials and lessons to student to help them reach their IEP goals. Students will be using this to recover credits and to assess their current academic levels.	
REASONABLENESS + Justify the need ; and + Explain how it is not otherwise available through the district.	This will help us be able to help studentns with transitions into and out of the school. It will allow us to develop a course that will make the transition easier by following the same structure and build off of the same skills.	
STORAGE For Targeted Assistance Schools: + Where will it be kept when not being used by Title I students. + How will you assure that the equipment purchased with Title I funds is not used more than 10% for non-Title I services? (See note below regarding flexibility.)	These licenses are managed by the curriculum coordinator and passwords and schedules will be managed by them.	
Inventory and Tracking	Identify the person responsible for: Entering equipment on Title I Equipment Inventory Report Curriculum Coordinator Tracking equipment if moved from above location Curriculum Coordinator Signing equipment in and out if equipment is approved for student use Curriculum Coordinator Storing equipment over the summer No need to store.	

** Note: This 10% percent flexibility is only allowed if it does not interfere with the use by Title I students and does not lessen the life of the product.)*

ET

2/15/07

Easter Seals

Amendment to 2013 – 2014 Title 1 Application

1. Completed in another email
2. That is a typo it is suppose to say 3 hours for both positions in all spots. They are providing the extra services that are need to help the student be successful with transitions. Getting jobs or increasing reading abilities for the real world.
3. See attached
4. Consultants are certified teachers in subjects that we do not have on our roster and they provide training and review what is being done in all of the classes for that subject.
5. Transitional services will be provided through special classes or on a 1:1 basis. It depends on the needs of the student.
6. \$5,000 will be used to develop a job fair for our students.
 - a. Interviewing training – \$1,000
 - b. Space and food - \$500
 - c. Gifts for presenters - \$500
 - d. Staff time and benefits - \$3,000
7. Typo from Number 2

Title I, Part A Equipment Justification Form

ITEM(S)	Ipads	Number to be purchased 12
APPROXIMATE COST PER ITEM Include per child or per teacher information	430.00	Total Costs 5,160
LOCATION Where will the equipment be used?	Mammoth, Zachary and Lancaster Schools	
PURPOSE Detail the following: + How will it support the program? + Who will use it? and + How many students/staff will use it?	Students will be using these during pull out services and to help with written expression and transitional services.	
REASONABLENESS + Justify the need ; and + Explain how it is not otherwise available through the district.	Several students have access to a computer in their IEPs and this will be a way to have them participate in the classrooms and get the services in their IEP.	
STORAGE For Targeted Assistance Schools: + Where will it be kept when not being used by Title I students. + How will you assure that the equipment purchased with Title I funds is not used more than 10% for non-Title I services? (See note below regarding flexibility.)	All iPads will be stored in the designated location in each building. They are never to leave the building. All equipment will be signed out to use. Each iPad will be labeled for its intended need.	
Inventory and Tracking	Identify the person responsible for: Entering equipment on Title I Equipment Inventory Report Director Tracking equipment if moved from above location Director Signing equipment in and out if equipment is approved for student use Office Manager Storing equipment over the summer Office Manager	

** Note: This 10% percent flexibility is only allowed if it does not interfere with the use by Title I students and does not lessen the life of the product.)*



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESEA.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

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



SPECIAL PROVISIONS

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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

ET

2/13/04



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

Mammoth Rd
Manchester NH

200 Zachary Rd
Manchester, NH 03103

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

Contractor Name: EUSA-Jordan NH, Inc.

2/15/04
Date

Elin Meiner
Name: Elin Meiner
Title: CFO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Easter Seal's 17th/16

2/13/2014
Date

Edwin Medina
Name: Edwin Medina
Title: CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Eastman Services NH, Inc.

2/13/2014
Date

Elm. Menaw
Name: Elm. Menaw
Title: CFD



**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 Name: Easter Seals NH/IA'

2/3/2014
Date

Elm McQuinn
Name: Elm McQuinn
Title: CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: FUNERAL SERVICES INC.

2/13/2014
Date

Elin Meunier
Name:
Title: CEO



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

ET

2/3/2014



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
3. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.



Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Euster Jelle NV, Inc.

2/13/2014
Date

Elin Trehan
Name: Elin Trehan
Title: CFO

State Agency Name:

2/13/14
Date

Mary Ann Cooney
Name: Mary Ann Cooney
Title: Associate Commissioner
MARY ANN COONEY



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

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

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

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

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

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

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

Contractor Name: Easter Seals NH, Inc.

2/3/2014
Date

ET
Name: ET TREPANOR
Title: CEO



FORM A

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

1. The DUNS number for your entity is: 08-557-3467
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

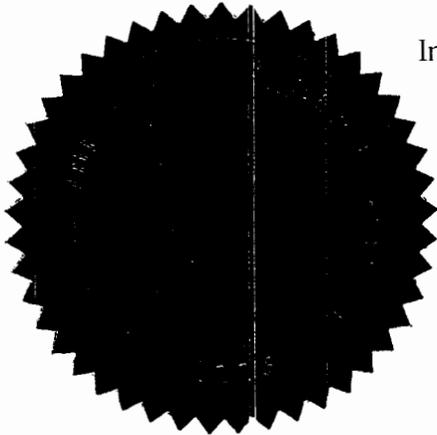
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 4th day of April A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 22, 2013.

RESOLVED: To authorize the president, chief operating officer/chief financial officer, vice president of finance, senior vice president of human resources and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Easter Seals Connecticut/dba Coastal Fairfield County, Manchester Alcoholism Rehabilitation Center (Farnum Center), Webster Place Center, Inc., Special Transit Services, Inc. or Agency Realty, Inc.

3. I further certify that Elin Treanor is the CFO of Easter Seals New Hampshire, Inc., and *all* its subsidiaries, and is still qualified and serving in such capacity.
4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of FEBRUARY 4, 2014.

Betty Burke
Assistant Secretary

The foregoing instrument was acknowledged before me this 4th day of February 2014.

Wendy M. Boelee
Notary Public

WENDY M. BOELEE, Notary Public
My Commission Expires: Oct. 21, 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 PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Easter Seals NH, Inc. Easter Seals NY, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Insurance Company		23850
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PHPK1068435	09/01/2013	09/01/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> Professional Liab					PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$
A	AUTOMOBILE LIABILITY		PHPK1068435	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PHUB432951	09/01/2013	09/01/2014	EACH OCCURRENCE	\$15,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$15,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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., The Harbor Schools, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., Easter Seals CT, Inc., Webster Place Center, 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 (See Attached Descriptions)

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

DESCRIPTIONS (Continued from Page 1)

a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



Easter Seals New Hampshire

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

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

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2012 and 2011
With Independent Auditors' Report*

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2012 and 2011

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BAKER NEWMAN NOYES

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated statements of financial position of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) as of August 31, 2012 and 2011, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended. These consolidated financial statements are the responsibility of Easter Seals NH's management. 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 of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Easter Seals NH's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Easter Seals New Hampshire, Inc. and Subsidiaries as of August 31, 2012 and 2011, and the consolidated changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2012 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information identified in the contents is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, 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 consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Manchester, New Hampshire
December 12, 2012

Baker *Nauman* *&* *Noyes*
Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 4,402,187	\$ 5,017,529
Accounts receivable from affiliates	441,980	223,162
Program and other accounts receivable, less contractual allowance of \$131,500 in 2012 and \$219,900 in 2011, and allowance for doubtful accounts of \$395,000 in 2012 and \$1,041,500 in 2011	9,321,570	10,226,883
Contributions receivable, less allowance for doubtful accounts of \$25,000 in 2012 and \$25,600 in 2011	491,729	319,711
Current portion of assets limited as to use	458,005	842,144
Prepaid expenses and other current assets	<u>1,304,173</u>	<u>1,074,366</u>
Total current assets	16,419,644	17,703,795
Assets limited as to use, net of current portion	5,017,773	5,799,466
Fixed assets, net	25,132,481	25,368,864
Property held for sale	910,171	505,256
Bond issuance costs, net	254,390	290,808
Investments, at fair value	13,005,757	11,811,775
Beneficial interest in trusts held by others and other assets	<u>6,620,011</u>	<u>5,252,717</u>
	<u>\$67,360,227</u>	<u>\$66,732,681</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ 1,982,604	\$ 648,463
Accounts payable	2,630,935	3,613,387
Accrued expenses	4,362,192	3,731,257
Accounts payable to affiliates	-	314,557
Rate reserves	435,008	1,091,579
Current portion of deferred revenue	1,757,283	1,374,854
Current portion of interest rate swap agreements	734,470	726,083
Current portion of long-term debt	<u>746,716</u>	<u>774,891</u>
Total current liabilities	12,649,208	12,275,071
Deferred revenue, net of current portion	3,778,487	3,867,560
Other liabilities	1,168,659	1,151,944
Interest rate swap agreements, less current portion	4,401,508	3,315,362
Long-term debt, less current portion	<u>22,923,934</u>	<u>24,530,741</u>
Total liabilities	44,921,796	45,140,678
Net assets:		
Unrestricted	11,937,759	11,503,651
Temporarily restricted	598,750	594,327
Permanently restricted	<u>9,901,922</u>	<u>9,494,025</u>
Total net assets	<u>22,438,431</u>	<u>21,592,003</u>
	<u>\$67,360,227</u>	<u>\$66,732,681</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 1,529,794	\$ 370,723	\$ 62,323	\$ 1,962,840
Special events, net of related direct costs of \$618,599	1,114,326	71,451	-	1,185,777
Annual campaigns, net of related direct costs of \$79,441	445,604	32,367	-	477,971
Bequests	127,761	-	-	127,761
Net assets released from restrictions	<u>482,671</u>	<u>(482,671)</u>	<u>-</u>	<u>-</u>
Total public support	3,700,156	(8,130)	62,323	3,754,349
Revenue:				
Fees and grants from governmental agencies	64,356,494	-	-	64,356,494
Other fees and grants	26,783,639	-	-	26,783,639
Sales to public	4,057,412	-	-	4,057,412
Dividend and interest income	680,465	3,635	-	684,100
Rental income	140,373	-	-	140,373
Other	<u>642,262</u>	<u>-</u>	<u>-</u>	<u>642,262</u>
Total revenue	<u>96,660,645</u>	<u>3,635</u>	<u>-</u>	<u>96,664,280</u>
Total public support and revenue	100,360,801	(4,495)	62,323	100,418,629
Operating expenses:				
Program services:				
Public health education	595,634	-	-	595,634
Professional education	22,251	-	-	22,251
Direct services	<u>88,415,347</u>	<u>-</u>	<u>-</u>	<u>88,415,347</u>
Total program services	89,033,232	-	-	89,033,232
Supporting services:				
Management and general	8,700,472	-	-	8,700,472
Fundraising	<u>1,882,355</u>	<u>-</u>	<u>-</u>	<u>1,882,355</u>
Total supporting services	<u>10,582,827</u>	<u>-</u>	<u>-</u>	<u>10,582,827</u>
Total functional expenses	99,616,059	-	-	99,616,059
Support of National programs	<u>134,887</u>	<u>-</u>	<u>-</u>	<u>134,887</u>
Total operating expenses	<u>99,750,946</u>	<u>-</u>	<u>-</u>	<u>99,750,946</u>
Increase (decrease) in net assets from operations	609,855	(4,495)	62,323	667,683

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2012

	<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	\$ (1,262,396)	\$ -	\$ -	\$ (1,262,396)
Net unrealized and realized gains on investments	562,646	6,681	-	569,327
Increase in fair value of beneficial interest in trusts held by others	-	-	345,574	345,574
Gain on sales and disposals of property, plant and equipment	<u>4,442</u>	<u>-</u>	<u>-</u>	<u>4,442</u>
	<u>(695,308)</u>	<u>6,681</u>	<u>345,574</u>	<u>(343,053)</u>
(Decrease) increase in net assets before effects of discontinued operations	(85,453)	2,186	407,897	324,630
Gain from discontinued operations	<u>519,561</u>	<u>2,237</u>	<u>-</u>	<u>521,798</u>
Total increase in net assets	434,108	4,423	407,897	846,428
Net assets at beginning of year	<u>11,503,651</u>	<u>594,327</u>	<u>9,494,025</u>	<u>21,592,003</u>
Net assets at end of year	<u>\$ 11,937,759</u>	<u>\$ 598,750</u>	<u>\$ 9,901,922</u>	<u>\$ 22,438,431</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 963,732	\$ 455,661	\$ 22,145	\$ 1,441,538
Special events, net of related direct costs of \$481,329	1,105,477	81,197	-	1,186,674
Annual campaigns, net of related direct costs of \$69,773	477,678	52,524	-	530,202
Bequests	73,533	-	-	73,533
Net assets released from restrictions	<u>1,113,409</u>	<u>(1,113,409)</u>	<u>-</u>	<u>-</u>
Total public support	3,733,829	(524,027)	22,145	3,231,947
Revenue:				
Fees and grants from governmental agencies	56,865,518	-	-	56,865,518
Other fees and grants	29,698,053	-	-	29,698,053
Start-up programs	161,178	-	-	161,178
Sales to public	3,610,166	-	-	3,610,166
Dividend and interest income	620,764	2,157	-	622,921
Rental income	141,855	-	-	141,855
Other	<u>542,808</u>	<u>-</u>	<u>-</u>	<u>542,808</u>
Total revenue	<u>91,640,342</u>	<u>2,157</u>	<u>-</u>	<u>91,642,499</u>
Total public support and revenue	95,374,171	(521,870)	22,145	94,874,446
Operating expenses:				
Program services:				
Public health education	622,395	-	-	622,395
Professional education	22,136	-	-	22,136
Program start-up	595,904	-	-	595,904
Direct services	<u>82,245,658</u>	<u>-</u>	<u>-</u>	<u>82,245,658</u>
Total program services	83,486,093	-	-	83,486,093
Supporting services:				
Management and general	8,586,344	-	-	8,586,344
Fundraising	<u>1,853,986</u>	<u>-</u>	<u>-</u>	<u>1,853,986</u>
Total supporting services	<u>10,440,330</u>	<u>-</u>	<u>-</u>	<u>10,440,330</u>
Total functional expenses	93,926,423	-	-	93,926,423
Support of National programs	<u>123,151</u>	<u>-</u>	<u>-</u>	<u>123,151</u>
Total operating expenses	<u>94,049,574</u>	<u>-</u>	<u>-</u>	<u>94,049,574</u>
Increase (decrease) in net assets from operations	1,324,597	(521,870)	22,145	824,872

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2011

	<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	\$ (693,108)	\$ -	\$ -	\$ (693,108)
Net unrealized and realized gains on investments	386,226	556,612	-	942,838
Increase in fair value of beneficial interest in trusts held by others	-	-	292,764	292,764
Gain on sales and disposals of property, plant and equipment	<u>200,277</u>	<u>-</u>	<u>-</u>	<u>200,277</u>
	<u>(106,605)</u>	<u>556,612</u>	<u>292,764</u>	<u>742,771</u>
Increase in net assets before effects of discontinued operations	1,217,992	34,742	314,909	1,567,643
Loss from discontinued operations	<u>(699,038)</u>	<u>1,795</u>	<u>-</u>	<u>(697,243)</u>
Total increase in net assets	518,954	36,537	314,909	870,400
Net assets at beginning of year	<u>10,984,697</u>	<u>557,790</u>	<u>9,179,116</u>	<u>20,721,603</u>
Net assets at end of year	<u>\$ 11,503,651</u>	<u>\$ 594,327</u>	<u>\$ 9,494,025</u>	<u>\$ 21,592,003</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2012

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Management and General	Fund-Raising	Total	2012	2011
Salaries and related expenses	\$410,255	\$ -	\$66,615,399	\$5,325,167	\$1,484,914	\$ 6,810,081	\$73,835,735	\$68,238,467
Professional fees	28,453	-	7,912,975	1,805,957	147,870	1,953,827	9,895,255	10,326,930
Supplies	19,338	-	2,644,802	75,986	28,736	104,722	2,768,862	2,664,523
Telephone	4,481	-	555,203	279,767	17,335	297,102	856,786	780,913
Postage and shipping	8,989	-	61,909	57,279	7,557	64,836	135,734	151,684
Occupancy	13,215	-	3,673,690	351,611	74,429	426,040	4,112,945	3,841,843
Outside printing, artwork and media	30,200	-	48,232	8,812	33,907	42,719	121,151	160,075
Travel	12,938	-	2,609,811	41,212	42,002	83,214	2,705,963	2,539,798
Conventions and meetings	43,700	22,251	240,350	57,522	31,564	89,086	395,387	544,211
Specific assistance to individuals	159	-	905,881	7,200	971	8,171	914,211	945,800
Dues and subscriptions	1,043	-	29,604	9,711	5,024	14,735	45,382	32,917
Minor equipment purchases and equipment rental	5,237	-	288,348	398,836	3,016	401,852	695,437	624,632
Ads, fees and miscellaneous	17,164	-	186,451	(147,690)	1,135	(146,555)	57,060	146,005
Interest	-	-	993,214	230,351	-	230,351	1,223,565	968,663
Bad debt provision	-	-	44,571	-	1,773	1,773	46,344	320,170
Depreciation and amortization	462	-	1,604,907	198,751	2,122	200,873	1,806,242	1,639,792
	<u>\$595,634</u>	<u>\$22,251</u>	<u>\$88,415,347</u>	<u>\$8,700,472</u>	<u>\$1,882,355</u>	<u>\$10,582,827</u>	<u>\$92,616,059</u>	<u>\$93,926,423</u>
	0.60%	0.02%	88.76%	8.73%	1.89%	10.62%	100.00%	100.00%

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

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2011

	Program Services ⁽²⁾			Supporting Services ⁽²⁾			Total Program ⁽²⁾ and Supporting Services Expenses
	Public Health Education	Professional Education	Direct Services ⁽¹⁾	Management and General	Fund-Raising	Total	
Salaries and related expenses	\$ 372,229	\$ -	\$ 61,537,327	\$ 4,931,782	\$ 1,397,129	\$ 6,328,911	\$ 68,238,467
Professional fees	74,182	-	8,096,596	2,036,263	119,889	2,156,152	10,326,930
Supplies	18,991	-	2,547,508	72,394	25,630	98,024	2,664,523
Telephone	4,534	-	525,740	234,923	15,716	250,639	780,913
Postage and shipping	9,392	-	66,348	58,662	17,282	75,944	151,684
Occupancy	13,863	-	3,406,398	332,807	88,775	421,582	3,841,843
Outside printing, artwork and media	33,078	-	71,082	12,126	43,789	55,915	160,075
Travel	16,463	-	2,425,088	46,914	51,333	98,247	2,539,798
Conventions and meetings	56,100	22,136	330,725	83,336	51,914	135,250	544,211
Specific assistance to individuals	-	-	939,437	6,363	-	6,363	945,800
Dues and subscriptions	203	-	20,309	8,290	4,115	12,405	32,917
Minor equipment purchases and equipment rental	3,055	-	371,333	243,127	7,117	250,244	624,632
Ads, fees and miscellaneous	17,765	-	115,084	11,537	1,619	13,156	146,005
Interest	-	-	770,298	198,365	-	198,365	968,663
Bad debt provision	2,100	-	289,968	-	28,102	28,102	320,170
Depreciation and amortization	440	-	1,328,321	309,455	1,576	311,031	1,639,792
	<u>\$ 622,395</u>	<u>\$ 22,136</u>	<u>\$ 82,841,562</u>	<u>\$ 8,586,344</u>	<u>\$ 1,853,986</u>	<u>\$ 10,440,330</u>	<u>\$ 93,926,423</u>
	0.66%	0.02%	88.20%	88.88%	9.15%	1.97%	100.00%

(1) Includes program start-up expenses.

(2) 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, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities:		
Increase in net assets	\$ 846,428	\$ 870,400
Adjustments to reconcile increase in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	1,897,233	1,827,293
Bad debt provision	46,344	404,756
Increase in beneficial interest in trusts held by others	(345,574)	(292,764)
Gain on sales and disposals of property, plant and equipment and property held for sale	(2,024,351)	(135,268)
Change in fair value of interest rate swaps	1,254,211	678,470
Net unrealized and realized gains on investments	(569,327)	(943,568)
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(218,818)	319,917
Program and other accounts receivable	858,969	675,629
Contributions receivable	(172,018)	(64,208)
Prepaid expenses and other current assets	(203,018)	(207,610)
Other assets	(723,547)	-
Accounts payable and accrued expenses	(405,642)	942,895
Accounts payable to affiliates	(314,557)	314,557
Rate reserve	(656,571)	207,970
Deferred revenue	(938,226)	(1,132,800)
Other liabilities	<u>16,715</u>	<u>238,967</u>
Net cash (used) provided by operating activities	(1,651,749)	3,704,636
Cash flows from investing activities:		
Purchases of property, plant and equipment	(1,794,331)	(5,668,528)
Proceeds from sale of property, plant and equipment and property held for sale	3,034,938	1,280,638
Cash provided by acquisition	227,830	-
Increase in investments, net	(624,655)	(1,049,731)
Change in assets limited as to use	<u>1,165,832</u>	<u>(900,963)</u>
Net cash provided (used) in investing activities	2,009,614	(6,338,584)
Cash flows from financing activities:		
Repayment of long-term debt	(2,508,652)	(1,606,999)
Issuance of long-term debt	360,982	5,391,471
Payment for termination of interest rate swap	(159,678)	-
Repayments on lines of credit	(26,040,436)	(17,928,961)
Borrowings on lines of credit	27,374,577	17,987,920
Bond issuance costs	<u>-</u>	<u>(196,969)</u>
Net cash (used) provided by financing activities	<u>(973,207)</u>	<u>3,646,462</u>
(Decrease) increase in cash and cash equivalents	(615,342)	1,012,514
Cash and cash equivalents, beginning of year	<u>5,017,529</u>	<u>4,005,015</u>
Cash and cash equivalents, end of year	<u>\$ 4,402,187</u>	<u>\$ 5,017,529</u>

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

August 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Supplemental disclosure of cash flow information:		
Interest paid, net of capitalized interest of approximately \$104,000 in 2011 (none in 2012)	<u>\$ 1,225,000</u>	<u>\$ 1,068,000</u>

During 2012 and 2011, Easter Seals NH transferred property with a net carrying value of \$1,513,272 and \$50,883, respectively, from fixed assets to property held for sale. Additionally, Easter Seals NH sold property held for sale with a net carrying value of \$1,108,357 in 2012 (see note 13). During 2012, Easter Seals NH received a donated building with an estimated fair value of \$1,100,000, which has been recorded as deferred revenue (see note 5). See also acquisition described in note 12.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of eleven 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; Special Transit Service, Inc. (transportation corporation); Webster Place, Inc. (Webster Place), which was acquired in 2012 – see note 12; 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 January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc. 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 (see note 13).

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.

Prior to April 26, 2011, Fernclif Housing Development Fund Company, Inc. (Fernclif) was an entity affiliated with Easter Seals NY; however, the accounts of Fernclif are not included in the accompanying consolidated financial statements as Fernclif has separate reporting requirements to various federal and state agencies, and is required to maintain its separate accounts. Effective April 26, 2011, the Board of Directors of Easter Seals NY resolved to transfer, for no consideration, all membership interests in Fernclif to an unrelated not-for-profit organization.

In December 2010, Easter Seals NY issued the Series 2010 Bonds described in note 8 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. The start-up programs at this location began operations in August of 2011, and start-up program revenues and operating expenses approximated \$161,000 and \$596,000, respectively, for the year ended August 31, 2011. Easter Seals NY ceased classifying revenues and operating expenses relating to these programs as start-up revenues and expenses on August 31, 2011. Revenues and operating expenses relating to these programs after August 31, 2011 have been included within other revenue and operating expense classifications on the accompanying consolidated statement of activities and changes in net assets for the year ended August 31, 2012, and approximated \$5,372,000 and \$5,027,000, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

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.

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.

Management has implemented a practice to establish cash reserves on hand. Approximately \$2,277,000 and \$2,152,000 of cash and cash equivalents, and approximately \$2,070,000 and \$1,689,000 of investments were on-hand under this practice as of August 31, 2012 and 2011, 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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

2. Summary of Significant Accounting Policies (Continued)

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.

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. Based on management's assessments, there is no impairment of intangible assets at August 31, 2012. Intangible assets at August 31, 2012 consist of a patient list obtained in the acquisition of Webster Place (see note 12).

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

2013	\$ 33,130
2014	33,130
2015	33,130
2016	33,130
2017	33,130
Thereafter	<u>132,523</u>
	<u>\$298,173</u>

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, an 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, 2012 and 2011.

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 2012 and 2011 was \$36,418 and \$14,009, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

2. Summary of Significant Accounting Policies (Continued)

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 NH has established rate reserves of \$435,008 and \$1,091,579 at August 31, 2012 and 2011, respectively, for differences between rates previously estimated and amounts which will be either recoverable or payable to third-party payors based upon actual rates approved by third-parties. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payors did not significantly affect revenue in 2012 or 2011.

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.

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 \$5,979,000 and \$6,445,000 for the years ended August 31, 2012 and 2011, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals Rhode Island, Harbor Schools, Webster Place, Manchester Alcoholism Rehabilitation Center, Easter Seals CT and Special Transit Services, Inc. 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.

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 2009.

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, 2012 and 2011, Easter Seals NH had recognized a liability of \$5,135,978 and \$4,041,445, 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 and excluding a termination payment related to one swap agreement of \$159,678 in 2012 (see note 8), Easter Seals NH recognized a decrease in net assets of \$1,254,211 and \$678,470 (including increases in net assets of \$8,185 and \$14,638, respectively, included in discontinued operations) related to swap agreements for the years ended August 31, 2012 and 2011, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

2. Summary of Significant Accounting Policies (Continued)

Increase (Decrease) 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 and losses on investments.

Reclassifications

Certain amounts in the 2011 consolidated financial statements have been reclassified to conform to the 2012 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 12, 2012, the date these consolidated financial statements were available to be issued.

Recently Issued Accounting Pronouncements

In May 2011, the Financial Accounting Standards Board issued Accounting Standards Update 2011-04, *Amendments to Achieve Common Fair Value Measurements and Disclosure Requirements in U.S. GAAP and IFRSs* (ASU 2011-04). ASU 2011-04 amended Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures*, to converge the fair value measurement guidance in U.S. generally accepted accounting principles (GAAP) and International Financial Reporting Standards (IFRSs). Some of the amendments clarify the application of existing fair value measurements, while other amendments change a particular principle in ASC 820. In addition, ASU 2011-04 requires additional fair value disclosures, although certain of these new disclosures will not be required for nonpublic entities. The amendments are to be applied prospectively and are effective for annual periods beginning after December 15, 2011. The management of Easter Seals NH is currently evaluating the effect, if any, that the provisions of ASU 2011-04 will have on Easter Seals NH's financial statements.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

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.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2012 and 2011 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2012</u>				
Camping program	\$ —	\$ 1,698	\$ 362,869	\$ 364,567
Other programs	—	14,345	327,555	341,900
Operations	<u>—</u>	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$ —</u>	<u>\$16,043</u>	<u>\$4,303,631</u>	<u>\$4,319,674</u>
<u>2011</u>				
Camping program	\$ —	\$ 1,221	\$ 362,869	\$ 364,090
Other programs	—	13,564	265,232	278,796
Operations	<u>—</u>	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$ —</u>	<u>\$14,785</u>	<u>\$4,241,308</u>	<u>\$4,256,093</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

3. Classification of Net Assets (Continued)

Changes in Endowment Net Assets

During the years ended August 31, 2012 and 2011, Easter Seals NH had the following endowment-related activities:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2010	\$(28,530)	\$ 49,480	\$4,219,163	\$4,240,113
Investment return:				
Investment income, net of fees	-	160,155	-	160,155
Net appreciation (realized and unrealized)	28,530	388,520	-	417,050
Contributions	-	-	22,145	22,145
Appropriated for expenditure	<u>-</u>	<u>(583,370)</u>	<u>-</u>	<u>(583,370)</u>
Net endowment assets, August 31, 2011	-	14,785	4,241,308	4,256,093
Investment return:				
Investment income, net of fees	-	54,655	-	54,655
Net appreciation (realized and unrealized)	-	523,768	-	523,768
Contributions	-	-	62,323	62,323
Appropriated for expenditure	<u>-</u>	<u>(577,165)</u>	<u>-</u>	<u>(577,165)</u>
Net endowment assets, August 31, 2012	<u>\$ -</u>	<u>\$ 16,043</u>	<u>\$4,303,631</u>	<u>\$4,319,674</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2012 and 2011 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2012</u>				
Seniors program	\$ 106,866	\$ 16,386	\$ -	\$ 123,252
Veterans program	-	353,044	-	353,044
India initiative	-	51,900	-	51,900
Other programs	35,199	128,877	-	164,076
Operations	<u>11,795,694</u>	<u>32,500</u>	<u>5,598,291</u>	<u>17,426,485</u>
Total non-endowment net assets	<u>\$11,937,759</u>	<u>\$582,707</u>	<u>\$5,598,291</u>	<u>\$18,118,757</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

3. Classification of Net Assets (Continued)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2011</u>				
Seniors program	\$ 109,971	\$ 21,024	\$ -	\$ 130,995
Veterans program	-	307,977	-	307,977
India initiative	-	86,356	-	86,356
Other programs	20,445	131,685	-	152,130
Operations	<u>11,373,235</u>	<u>32,500</u>	<u>5,252,717</u>	<u>16,658,452</u>
Total non-endowment net assets	<u>\$11,503,651</u>	<u>\$579,542</u>	<u>\$5,252,717</u>	<u>\$17,335,910</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, 2012 or 2011.

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 inflation plus 5%. Actual returns in any given year may vary from this amount.

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

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011.

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 \$2,101,000 and \$1,930,000 for the years ended August 31, 2012 and 2011, respectively. Some of these leases have terms which include renewal options, and other may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2012 and 2011, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2013	\$1,737,897
2014	1,203,282
2015	435,909
2016	229,489
2017	89,603

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 August 2013. Total rental income earned under this sublease agreement for the years ended August 31, 2012 and 2011 was approximately \$140,000 and \$142,000, respectively.

5. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2012</u>	<u>2011</u>
Buildings	\$ 28,872,993	\$ 29,481,389
Land and land improvements	3,493,590	3,793,004
Leasehold improvements	892,094	830,761
Office equipment and furniture	9,993,575	9,865,652
Vehicles	3,093,740	3,143,807
Construction in progress	<u>861,415</u>	<u>1,059,007</u>
	47,207,407	48,173,620
Less accumulated depreciation and amortization	<u>(22,074,926)</u>	<u>(22,804,756)</u>
	<u>\$ 25,132,481</u>	<u>\$ 25,368,864</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

5. Fixed Assets (Continued)

Depreciation and amortization expense related to fixed assets totaled \$1,827,988 and \$1,813,284 in 2012 and 2011, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2012 and 2011 totaled \$90,991 and \$187,501, 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, 2012.

Easter Seals NH has outstanding construction commitments totaling approximately \$2,460,000 at August 31, 2012.

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>2012</u>	<u>2011</u>
Cash and cash equivalents	\$ 2,822,042	\$ 4,351,252
Certificates of deposit	1,750,201	1,570,514
Marketable equity securities	1,905,202	1,770,046
Mutual funds	10,900,984	9,377,957
Corporate and foreign bonds	792,669	1,063,594
Government and agency securities	<u>310,437</u>	<u>320,022</u>
	18,481,535	18,453,385
Less: assets limited as to use	<u>(5,475,778)</u>	<u>(6,641,610)</u>
Total investments, at fair value	<u>\$13,005,757</u>	<u>\$11,811,775</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

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

The composition of assets limited as to use at August 31, 2012 and 2011 are 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>2012</u>	<u>2011</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	\$2,284,027	\$2,880,440
Certificates of deposit	<u>1,750,201</u>	<u>1,570,514</u>
	4,034,228	4,450,954
Under a deferred compensation plan (see note 7):		
Investments	1,167,789	1,151,396
Under 2010 bond indenture agreements (see note 8):		
Cash and cash equivalents	-	780,510
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	<u>273,761</u>	<u>258,750</u>
Total assets limited as to use	<u>\$5,475,778</u>	<u>\$6,641,610</u>

The principal components of investment income, gains and losses included in continuing operations are summarized below. Amounts included in discontinued operations for 2012 and 2011 were not significant.

	<u>2012</u>	<u>2011</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 680,465	\$ 620,764
Net unrealized gains	393,815	358,851
Net realized gains	<u>168,831</u>	<u>27,375</u>
	1,243,111	1,006,990
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	3,635	2,157
Net unrealized gains	1,905	392,497
Net realized gains	<u>4,776</u>	<u>164,115</u>
	<u>10,316</u>	<u>558,769</u>
	<u>\$1,253,427</u>	<u>\$1,565,759</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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August 31, 2012 and 2011

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 \$490,000 and \$423,000 for the years ended August 31, 2012 and 2011, 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 \$120,000 and \$127,500 to this plan during the years ended August 31, 2012 and 2011, respectively. The assets and liabilities associated with this plan were \$1,167,789 and \$1,151,396 at August 31, 2012 and 2011, 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>2012</u>	<u>2011</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 (0.17% at August 31, 2012) through December 2034, annual principal payments continually increasing from \$365,000 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)	\$15,025,000	\$15,370,000
Revenue Bonds, Series A, issued through the Massachusetts Development Finance Agency (MDFA), monthly principal installments, which escalate annually at 5.34% ranging from \$5,571 to \$12,689 through October 2025, plus interest on the outstanding balance. Interest is payable monthly on the sixth day of the month at (i) forty-five basis points plus (ii) 69% of the sum of (A) the spread (225 basis points) plus (B) LIBOR, secured by mortgage interest in various real properties, paid in full in November 2011	-	1,547,396
Revenue Bonds, Series B, issued through the MDFA, monthly principal and interest of \$5,727 through October 2012. Interest is payable monthly on the sixth day of the month at a fixed rate of 5.31%, paid in full in November 2011	-	77,544
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 \$9,770 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% (1.97 % at August 31, 2012)	5,171,840	5,250,000

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

8. Borrowings (Continued)

Mortgage note payable to a bank with a fixed rate of 5.91%, principal of \$1,723 plus interest payable monthly, with a final payment of \$79,160 due December 2015, secured by a pledge of all unrestricted investments and certain real property located at 11 Burnham Street and 195 Stratton Road in Rutland, Vermont, paid in full in April 2012	\$	-	\$	168,756
Mortgage payable to a bank with a variable rate of LIBOR plus 2.65% (2.89% at August 31, 2012), 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 totaling \$4,034,228 at August 31, 2012		2,584,000		2,698,000
Note payable to a bank with a fixed rate of 4.25%, principal and interest of \$823 payable monthly, due July 2013, secured by a vehicle		8,941		18,216
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$4,919 payable monthly, secured by vehicles, paid in full in March 2012		-		34,248
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		108,052		141,472
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016		411,835		-
Non-revolving note payable to a bank with a total availability of \$3,500,000 (\$3,139,018 available for additional borrowings at August 31, 2012), with a variable rate of LIBOR plus 4.07% (4.31% at August 31, 2012), 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 \$_____ at August 31, 2012		<u>360,982</u>		<u>-</u>
		23,670,650		25,305,632
Less current portion		<u>746,716</u>		<u>774,891</u>
		<u>\$22,923,934</u>		<u>\$24,530,741</u>

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

2013	\$	746,716
2014		828,396
2015		3,336,933
2016		631,204
2017		574,200
Thereafter		<u>17,553,201</u>
		<u>\$23,670,650</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

8. Borrowings (Continued)

Lines of Credit

Easter Seals New Hampshire, Inc. has an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit is to be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through January 2, 2013. The interest rate charged on outstanding borrowings is at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Availability under this nonrevolving line of credit, which is reduced by the original amount of certain notes payable as of August 31, 2012 and 2011, is \$285,128 at August 31, 2012. No amounts were outstanding under this agreement as of August 31, 2012 and 2011.

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 \$110,795, of which \$39,795 is related to Easter Seals NY). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in May 2012; Easter Seals NH \$3.5 million, Easter Seals NY \$3 million and Harbor Schools \$500,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.49% at August 31, 2012). 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, 2012 and 2011 were \$451,302 and \$0, respectively, related to Harbor Schools and \$1,124,649 and \$345,519, respectively, related to Easter Seals NY.

Easter Seals CT has a demand revolving line of credit with a bank with available borrowings up to \$1 million. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.49% at August 31, 2012). The line is secured by all business assets and property of Easter Seals CT, except for certain assets limited as to use (\$4,034,228 carrying value as of August 31, 2012). Additionally, this line is guaranteed by Easter Seals NH. The agreement also limits Easter Seals CT's ability to incur additional indebtedness in excess of \$1,000,000 related to real estate, and is cross collateralized with all Easter Seals NH borrowings at this bank. Amounts outstanding under this revolving line of credit agreement at August 31, 2012 and 2011 were \$406,653 and \$302,944, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

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 \$273,761 and \$258,750 at August 31, 2012 and 2011, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has four available letters of credit securing the bonds. Two letters of credit are each \$15,210,240 (these two expiring and subject to renewal on December 1, 2013, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds), and two other letters of credit totaling \$110,795 as described above under lines of credit. Easter Seals NH is required to replace or renew the two \$15,210,240 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee of 150 basis points for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$234,000 and \$238,000 in 2012 and 2011, 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 totaling \$922,188.

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 \$15,025,000 and \$15,370,000 at August 31, 2012 and 2011, 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 (0.17% at August 31, 2012).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

8. Borrowings (Continued)

Harbor Schools had an interest rate swap agreement with a bank in connection with the Series A Revenue Bonds with the Massachusetts Development Finance Authority. The interest rate swap agreement, which would have terminated in October 2015, was terminated effective November 15, 2011 upon Harbor Schools full repayment of Revenue Bonds Series A and B issued through MDFA. This triggered a termination payment of \$159,678 by Easter Seals NH. The swap agreement had an outstanding notional amount of \$1,547,396 at August 31, 2011. This agreement effectively changed Harbor Schools' variable interest rate Series A bonds to a fixed interest rate. Under the terms of the swap, Harbor Schools paid a monthly fixed-rate of 5.53% and received a monthly variable rate based on a similar formula to the interest being charged on the Series A bonds.

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 \$5,171,840 and \$5,250,000 at August 31, 2012 and 2011, 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).

On December 27, 2010, Easter Seals CT entered into an interest rate swap agreement in connection with an outstanding mortgage payable (\$2,584,000 and \$2,698,000 at August 31, 2012 and 2011, respectively), until the agreement terminates in March 2015. The original notional amount of \$1,800,000 will reduce ratably in conjunction with repayment of the note payable. The swap agreement effectively changed the variable rate (2.89% at August 31, 2012) to a fixed rate of 2.72% for the notional amounts outstanding, which is approximately 65% of the related mortgage payable.

The fair value of the above interest rate swap agreements totaled \$5,135,978 and \$4,041,445 at August 31, 2012 and 2011, respectively, \$734,470 and \$726,083 of which was current at August 31, 2012 and 2011, respectively. During the years ended August 31, 2012 and 2011 net payments required by the agreements (excluding the Harbor Schools swap termination payment of \$159,678 in November 2011) totaled \$708,196 and \$684,995, respectively. These payments, except for those relating to the Harbor Schools interest rate swap, which have been included within discontinued operations, have been included in interest expense within the 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, 2012, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds, Series 2010 Bonds, and other debt obligations, except for maintaining a maximum leverage ratio of 2.00:1 as required by covenants for the Easter Seals New Hampshire, Inc. nonrevolving equipment line of credit at August 31, 2012. Easter Seals NH has not received a waiver for this covenant violation; however, the total amount outstanding under this line of credit is \$8,941, which is classified within the current portion of long-term debt at August 31, 2012.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

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 19% and 20% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for the years ended August 31, 2012 and 2011, respectively. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2012 and 2011, Easter Seals NH had a receivable of \$441,980 and \$223,162, respectively, from Easter Seals, Inc. related to amounts due under this grant. Additionally, Easter Seals NY had an amount payable to Easter Seals, Inc. of \$314,557 as of August 31, 2011 for amounts being refunded under this grant. Membership fees to Easter Seals, Inc. were \$134,887 and \$123,151 for the years ended August 31, 2012 and 2011, respectively and are reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

11. Fair Value of Financial Instruments (Continued)

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, 2012 and 2011.

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 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.

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.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

11. Fair Value of Financial Instruments (Continued)

At August 31, 2012 and 2011, 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>2012</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$2,822,042	\$ -	\$ -	\$ 2,822,042
Certificates of deposit	-	1,750,201	-	1,750,201
Marketable equity securities:				
Large-cap	1,715,844	-	-	1,715,844
International	189,358	-	-	189,358
Mutual funds, open-ended:				
Short-term fixed income	2,704,530	-	-	2,704,530
Intermediate-term bond fund	776,015	-	-	776,015
High yield bond fund	277,483	-	-	277,483
Foreign bond	142,305	-	-	142,305
Government securities	684,829	-	-	684,829
International equities	350,761	-	-	350,761
Domestic, large-cap	850,491	-	-	850,491
Domestic, mid-cap	1,039,241	-	-	1,039,241
Domestic, small-cap	159,736	-	-	159,736
Domestic, multi-alternative	-	-	-	-
Real estate fund	68,271	-	-	68,271
Mutual funds, closed-ended:				
Fixed income and bond	339,555	-	-	339,555
Domestic, large-cap	2,517,522	-	-	2,517,522
Domestic, mid-cap	16,045	-	-	16,045
Domestic, small-cap	239,693	-	-	239,693
International equity	614,770	-	-	614,770
Commodity	119,737	-	-	119,737
Corporate and foreign bonds	-	792,669	-	792,669
Government and agency securities	310,437	-	-	310,437
	<u>\$15,938,665</u>	<u>\$2,542,870</u>	<u>\$ -</u>	<u>\$18,481,535</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 403,426	\$ -	\$ -	\$ 403,426
Marketable equity securities:				
Large-cap	2,128,511	136,980	-	2,265,491
Mid-cap	367,586	38,092	-	405,678
Small-cap	-	26,099	-	26,099
International	421,345	35,421	-	456,766
Emerging markets	23,776	-	-	23,776
Corporate bonds	-	622,220	-	622,220
Foreign bonds	-	20,659	-	20,659

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds:				
Domestic fixed income	\$ —	\$ 975,161	\$ —	\$ 975,161
International equity	32,132	—	—	32,132
International fixed income	20,938	—	—	20,938
Domestic large-cap equity	62,604	—	—	62,604
Domestic mid-cap equity	14,062	—	—	14,062
Domestic small-cap equity	18,779	—	—	18,779
Government and agency securities	34,061	—	—	34,061
Real estate investment trust	102,373	—	—	102,373
Alternative and structured asset funds	<u>35,452</u>	<u>—</u>	<u>78,614</u>	<u>114,066</u>
	<u>\$ 3,665,045</u>	<u>\$ 1,854,632</u>	<u>\$ 78,614</u>	<u>\$ 5,598,291</u>
Liabilities:				
Interest rate swap agreements	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 5,135,978</u>	<u>\$ 5,135,978</u>
<u>2011</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 4,351,252	\$ —	\$ —	\$ 4,351,252
Certificates of deposit	—	1,570,514	—	1,570,514
Marketable equity securities:				
Large-cap	1,603,796	—	—	1,603,796
International	166,250	—	—	166,250
Mutual funds, open-ended:				
Short-term fixed income	2,106,206	—	—	2,106,206
Bond fund	724,870	—	—	724,870
Foreign bond	286,037	—	—	286,037
Government securities	327,829	—	—	327,829
International equities	298,746	—	—	298,746
Domestic, large-cap	1,239,110	—	—	1,239,110
Domestic, mid-cap	488,926	—	—	488,926
Domestic, multi-alternative	—	60,125	—	60,125
Mutual funds, closed-ended:				
Fixed income and bond	304,692	—	—	304,692
Domestic, large-cap	2,200,754	—	—	2,200,754
Domestic, mid-cap	16,636	—	—	16,636
Domestic, small-cap	312,947	—	—	312,947
International equities	630,060	—	—	630,060
Commodity	381,019	—	—	381,019
Corporate bonds	—	1,063,594	—	1,063,594
Government and agency securities	<u>320,022</u>	<u>—</u>	<u>—</u>	<u>320,022</u>
	<u>\$15,759,152</u>	<u>\$2,694,233</u>	<u>\$ —</u>	<u>\$18,453,385</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 161,886	\$ —	\$ —	\$ 161,886
Marketable equity securities:				
Large-cap	2,210,348	100,989	—	2,311,337
Mid-cap	289,089	35,027	—	324,116
Small-cap	—	23,110	—	23,110
International	350,202	46,386	—	396,588
Emerging markets	71,271	—	—	71,271
Corporate bonds	—	699,707	—	699,707
Foreign bonds	—	20,558	—	20,558
Mutual funds:				
Domestic fixed income	—	972,085	—	972,085
International equity	34,821	—	—	34,821
International fixed income	—	15,194	—	15,194
Domestic large-cap equity	61,776	—	—	61,776
Domestic mid-cap equity	11,832	—	—	11,832
Domestic small-cap equity	17,527	—	—	17,527
Government and agency securities	46,513	—	—	46,513
Alternative and structured asset funds	<u>26,687</u>	<u>—</u>	<u>57,709</u>	<u>84,396</u>
	<u>\$ 3,281,952</u>	<u>\$ 1,913,056</u>	<u>\$ 57,709</u>	<u>\$ 5,252,717</u>
Liabilities:				
Interest rate swap agreements	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 4,041,445</u>	<u>\$ 4,041,445</u>

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, 2012 and 2011:

	<u>Interest Rate Swaps</u>	<u>Alternative and Other Asset Funds</u>
Beginning balance, September 1, 2010	\$(3,362,975)	\$ 79,457
Unrealized losses	(1,264,423)	(21,748)
Payments, net	<u>585,953</u>	<u>—</u>
Ending balance, August 31, 2011	(4,041,445)	57,709
Unrealized (losses) gains	(1,962,407)	20,905
Payments, net	708,196	—
Swap termination payment	<u>159,678</u>	<u>—</u>
Ending balance, August 31, 2012	<u>\$(5,135,978)</u>	<u>\$ 78,614</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

11. Fair Value of Financial Instruments (Continued)

Unrealized gains relating to the Harbor Schools interest rate swap totaled \$8,185 and \$14,638 in 2012 and 2011, respectively, and are included within discontinued operations (see note 13).

The net amounts of unrealized losses for the period attributable to the change in unrealized losses relating to the interest rate swaps still held at August 31, 2012 and 2011 were \$1,254,211 and \$678,470, respectively. The amount of unrealized losses for the period attributable to the change in unrealized losses relating to the Level 3 investments still held at August 31, 2012 and 2011 were \$12,817 and \$21,748, 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. Acquisition

On September 1, 2011, Easter Seals NH entered into an affiliation agreement under which Easter Seals NH became the sole member of Webster Place Center, Inc. (Webster Place). Webster Place was not controlled by Easter Seals NH prior to this agreement. This affiliation has been accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Substantially all revenue and support of Webster Place is from fees charged for services. Webster Place had revenue of approximately \$2,064,000, and an increase in net assets from operations of approximately \$763,000 for the year ended August 31, 2012, which results were attributed by the management of Easter Seals NH to being driven by effective management of the programs and identification of candidates for those programs. The tangible and identifiable intangible assets acquired, and deferred revenue and liabilities assumed, were initially recorded at their estimated fair values as determined by management at the acquisition date, as summarized below:

Assets acquired:	
Cash and cash equivalents	\$ 227,830
Other current assets	26,789
Patient list	331,000
Fixed assets	<u>112,776</u>
	698,395
Liabilities assumed:	
Accounts payable	(54,125)
Deferred revenue	(131,582)
Debt	<u>(512,688)</u>
Fair value of net assets acquired	\$ <u> -</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2012 and 2011

13. Discontinued Operations

On January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc., as recommended by the Harbor Schools Board of Directors, voted to close Harbor Schools and cease all operations of this subsidiary. On January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc. also voted to approve discontinuing the group home and special education programs in Rutland, Vermont. The management of Easter Seals NH has determined that the closure of each of these programs met the criteria for classification as discontinued operations. The decisions to close the programs were based on performance factors. A summary statement of financial position for Harbor Schools and the Vermont special education programs as of August 31, 2012 and 2011 is as follows:

	<u>Vermont Programs</u>		<u>Harbor Schools</u>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
Total assets	\$ 1,000	\$395,021	\$1,118,306	\$2,776,903
Total liabilities	-	57,958	813,880	3,046,517
Net assets (deficit):				
Unrestricted	1,000	337,063	251,319	(320,485)
Temporarily restricted	-	-	29,281	27,045
Permanently restricted	-	-	23,826	23,826

A summary of the statements of activities for the Vermont Programs and Harbor Schools, prior to reclass to discontinued operations, for the years ended August 31, 2012 and 2011 is as follows:

	<u>Vermont Programs</u>		<u>Harbor Schools</u>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
Total public support and revenue	\$ 242,500	\$ 938,761	\$ 2,589,615	\$ 6,227,872
Operating expenses	(401,216)	(832,631)	(3,871,472)	(6,940,125)
Other non-operating expenses, gains and losses	-	-	(57,538)	(26,111)
Gain (loss) on sale of properties, net	<u>106,474</u>	<u>-</u>	<u>1,913,435</u>	<u>(65,009)</u>
Total increase (decrease) in net assets	<u>\$ (52,242)</u>	<u>\$ 106,130</u>	<u>\$ 574,040</u>	<u>\$ (803,373)</u>

During 2012, Easter Seals NH sold six properties related to the closure of these programs, which resulted in gains on the sale of property of \$2,019,909 for the year ended August 31, 2012.

14. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed federally insured limits. As of August 31, 2012 and 2011, approximately \$4,264,000 and \$4,649,000, respectively, of cash and cash equivalents (including cash and cash equivalents classified within assets limited as to use) exceeded federally insured limits and were uncollateralized. Easter Seals NH has not experienced any losses in such accounts, and management believes Easter Seals NH is not exposed to any significant credit risk on cash and cash equivalents.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2012

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current assets:									
Cash and cash equivalents	\$ 3,261,116	\$ 1,500	\$ 400	\$ 500	\$ -	\$ 217,128	\$ 921,543	\$ -	\$ 4,402,187
Accounts receivable from affiliates	7,589,576	1,223,181	-	-	-	-	441,980	(8,812,757)	441,980
Program and other accounts receivable, net	6,205,477	307,858	140,420	140,702	2,655	213,524	2,310,934	-	9,321,570
Contributions receivable, net	184,118	250	4,242	8,642	-	10,160	284,317	-	491,729
Assets limited as to use	273,761	-	-	-	-	184,244	-	-	458,005
Prepaid expenses and other current assets	<u>796,271</u>	<u>12,698</u>	<u>20,780</u>	<u>11,863</u>	<u>17,625</u>	<u>56,849</u>	<u>388,087</u>	<u>-</u>	<u>1,304,173</u>
Total current assets	18,310,319	1,545,487	165,842	161,707	20,280	681,905	4,346,861	(8,812,757)	16,419,644
Assets limited as to use, net of current portion	1,167,789	-	-	-	-	3,849,984	-	-	5,017,773
Fixed assets, net	17,149,053	1,621	9,272	14,324	140,666	2,061,397	5,756,148	-	25,132,481
Property held for sale	-	-	-	-	910,171	-	-	-	910,171
Bond issuance costs, net	68,363	-	-	-	-	-	186,027	-	254,390
Investments, at fair value	10,609,510	-	-	-	47,189	1,526,328	822,730	-	13,005,757
Beneficial interest in trusts held by others and other assets	992,034	-	-	34,488	-	4,999,548	593,941	-	6,620,011
	<u>\$48,297,068</u>	<u>\$1,547,108</u>	<u>\$ 175,114</u>	<u>\$210,519</u>	<u>\$1,118,306</u>	<u>\$13,119,162</u>	<u>\$11,705,707</u>	<u>\$ (8,812,757)</u>	<u>\$67,360,227</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	\$ -	\$ -	\$ -	\$ -	\$ 451,302	\$ 406,653	\$ 1,124,649	\$ -	\$ 1,982,604
Accounts payable	1,646,794	9,093	476	4,154	236,194	43,982	690,242	-	2,630,935
Accrued expenses	3,200,668	6,041	20,936	7,584	95,290	142,447	889,226	-	4,362,192
Accounts payable to affiliates	4,867,724	-	2,386,803	25,941	31,094	476,403	1,024,792	(8,812,757)	-
Rate reserves	-	-	-	-	-	-	435,008	-	435,008
Current portion of deferred revenue	1,469,308	21,337	19,644	450	-	190,312	56,232	-	1,757,283
Current portion of interest swap agreements	545,538	-	-	-	-	41,541	147,391	-	734,470
Current portion of long-term debt	<u>478,544</u>	-	-	-	-	<u>114,000</u>	<u>154,172</u>	-	<u>746,716</u>
Total current liabilities	12,208,576	36,471	2,427,859	38,129	813,880	1,415,338	4,521,712	(8,812,757)	12,649,208
Deferred revenue, net of current portion	-	-	-	-	-	-	-	-	3,778,487
Other liabilities	1,168,659	-	-	-	-	3,778,487	-	-	1,168,659
Interest rate swap agreements, less current portion	3,435,046	-	-	-	-	56,467	909,995	-	4,401,508
Long-term debt, less current portion	<u>15,328,214</u>	-	-	-	-	<u>2,470,000</u>	<u>5,125,720</u>	-	<u>22,923,934</u>
Total liabilities	32,140,495	36,471	2,427,859	38,129	813,880	7,720,292	10,557,427	(8,812,757)	44,921,796
Net assets (deficit):									
Unrestricted	11,322,701	1,510,638	(2,255,245)	132,103	251,319	399,323	576,920	-	11,937,759
Temporarily restricted	483,752	(1)	2,500	5,799	29,281	-	77,419	-	598,750
Permanently restricted	<u>4,350,120</u>	-	-	<u>34,488</u>	<u>23,826</u>	<u>4,999,547</u>	<u>493,941</u>	-	<u>9,901,922</u>
Total net assets (deficit)	16,156,573	1,510,637	(2,252,745)	172,390	304,426	5,398,870	1,148,280	-	22,438,431
	<u>\$48,297,068</u>	<u>\$1,547,108</u>	<u>\$ 175,114</u>	<u>\$ 210,519</u>	<u>\$1,118,306</u>	<u>\$13,112,162</u>	<u>\$11,705,707</u>	<u>\$ (8,812,757)</u>	<u>\$67,360,227</u>

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2011

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current assets:									
Cash and cash equivalents	\$ 3,758,483	\$ 1,500	\$ 400	\$ 500	\$ 195,687	\$ 213,022	\$ 847,937	\$ -	\$ 5,017,529
Accounts receivable from affiliates	6,371,496	1,382,637	-	11,668	-	-	223,162	(7,765,801)	223,162
Program and other accounts receivable, net	6,132,042	354,512	235,206	136,609	638,847	87,380	2,642,287	-	10,226,883
Contributions receivable, net	172,251	168	8,475	21,138	-	10,010	107,669	-	319,711
Assets limited as to use	258,750	-	-	-	-	583,394	-	-	842,144
Prepaid expenses and other current assets	565,858	10,506	12,086	10,241	31,713	49,440	394,522	-	1,074,366
Total current assets	17,258,880	1,749,323	256,167	180,156	866,247	943,246	4,215,577	(7,765,801)	17,703,795
Assets limited as to use, net of current portion	1,151,396	-	-	-	-	3,867,560	780,510	-	5,799,466
Fixed assets, net	16,203,318	3,534	10,071	5,475	1,333,667	2,212,022	5,600,777	-	25,368,864
Property held for sale	-	-	-	-	505,256	-	-	-	505,256
Bond issuance costs, net	71,435	-	-	-	26,781	-	192,592	-	290,808
Investments, at fair value	9,617,520	-	-	-	44,952	1,373,232	776,071	-	11,811,775
Beneficial interest in trusts held by others and other assets	68,636	-	-	35,124	-	4,689,148	459,809	-	5,252,717
	<u>\$44,371,185</u>	<u>\$1,752,857</u>	<u>\$266,238</u>	<u>\$220,755</u>	<u>\$2,776,903</u>	<u>\$13,085,208</u>	<u>\$12,025,336</u>	<u>\$(7,765,801)</u>	<u>\$66,732,681</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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 302,944	\$ 345,519	\$ -	\$ 648,463
Accounts payable	2,188,006	10,744	25,637	8,205	225,192	40,647	1,114,956	-	3,613,387
Accrued expenses	2,439,416	29,465	16,284	14,930	242,333	239,747	749,082	-	3,731,257
Accounts payable to affiliates	4,541,209	-	2,184,565	-	563,959	46,554	744,071	(7,765,801)	314,557
Rate reserves	-	-	-	-	-	-	1,091,579	-	1,091,579
Current portion of deferred revenue	420,748	55,480	15,341	25,000	222,230	545,969	90,086	-	1,374,854
Current portion of interest swap agreements	499,719	-	-	-	63,001	17,031	146,332	-	726,083
Current portion of long-term debt	409,212	-	-	-	140,101	114,000	111,578	-	774,891
Total current liabilities	10,498,310	95,689	2,241,827	48,135	1,456,816	1,306,892	4,393,203	(7,765,801)	12,275,071
Deferred revenue, net of current portion	-	-	-	-	-	3,867,560	-	-	3,867,560
Other liabilities	1,151,944	-	-	-	-	-	-	-	1,151,944
Interest rate swap agreements, less current portion	2,541,022	-	-	-	104,862	100,067	569,411	-	3,315,362
Long-term debt, less current portion	15,182,008	-	-	-	1,484,839	2,584,000	5,279,894	-	24,530,741
Total liabilities	29,373,284	95,689	2,241,827	48,135	3,046,517	7,858,519	10,242,508	(7,765,801)	45,140,678
Net assets:									
Unrestricted	10,274,993	1,654,883	(1,980,471)	137,496	(320,485)	537,542	1,199,693	-	11,503,651
Temporarily restricted	436,789	2,285	4,882	-	27,045	-	123,326	-	594,327
Permanently restricted	4,286,119	-	-	35,124	23,826	4,689,147	459,809	-	9,494,025
Total net assets (deficit)	14,997,901	1,657,168	(1,975,589)	172,620	(269,614)	5,226,689	1,782,828	-	21,592,003
	\$44,371,185	\$1,752,857	\$ 266,238	\$ 220,755	\$2,776,903	\$13,085,208	\$12,025,336	\$ (7,765,801)	\$66,732,681

* Includes Agency Realty, Inc., Special Transit Service, 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, 2012

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Public support and revenue:									
Public support:									
Contributions	\$ 1,156,204	\$ 1,724	\$ 32,327	\$ 20,558	\$ -	\$ 38,367	\$ 713,660	\$ -	\$ 1,962,840
Special events, net	334,262	2,290	50,586	100,824	-	60,337	637,478	-	1,185,777
Annual campaigns, net	407,951	4,795	21,089	33,306	-	10,830	-	-	477,971
Bequests	(3,000)	-	-	-	-	8,761	122,000	-	127,761
Total public support	1,895,417	8,809	104,002	154,688	-	118,295	1,473,138	-	3,754,349
Revenue:									
Fees and grants from governmental agencies	38,080,929	2,551,544	1,360,880	996,191	-	768,513	20,611,277	(12,840)	64,356,494
Other fees and grants	20,545,703	561,452	15,351	68,030	-	25,818	5,567,285	-	26,783,639
Sales to public	4,057,412	-	-	-	-	-	-	-	4,057,412
Dividend and interest income	322,079	-	-	1,413	-	308,690	51,918	-	684,100
Rental income	320	-	-	-	-	-	140,053	-	140,373
Intercompany revenue	1,933,277	-	-	-	-	-	18,388	(1,951,665)	-
Other	141,239	14,553	1,075	3,170	-	428,169	54,056	-	642,262
Total revenue	65,080,959	3,127,549	1,377,306	1,068,804	-	1,531,190	26,442,977	(1,964,505)	96,664,280
Total public support and revenue	66,976,376	3,136,358	1,481,308	1,223,492	-	1,649,485	27,916,115	(1,964,505)	100,418,629
Operating expenses:									
Program services:									
Public health education	264,402	1,099	2,195	4,160	-	-	323,778	-	595,634
Professional education	22,251	-	-	-	-	-	-	-	22,251
Direct services	56,877,121	2,829,132	1,517,264	980,690	-	1,463,963	25,003,349	(256,172)	88,415,347
Total program services	57,163,774	2,830,231	1,519,459	984,850	-	1,463,963	25,327,127	(256,172)	89,033,232

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general	\$ 7,553,872	\$ 259,458	\$ 146,294	\$ 101,051	\$ -	\$ 172,564	\$ 2,175,566	\$ (1,708,333)	\$ 8,700,472
Fundraising	<u>712,742</u>	<u>24,527</u>	<u>92,116</u>	<u>133,417</u>	<u>-</u>	<u>265,115</u>	<u>654,438</u>	<u>-</u>	<u>1,882,355</u>
Total supporting services	<u>8,266,614</u>	<u>283,985</u>	<u>238,410</u>	<u>234,468</u>	<u>-</u>	<u>437,679</u>	<u>2,830,004</u>	<u>(1,708,333)</u>	<u>10,582,827</u>
Total functional expenses	65,430,388	3,114,216	1,757,869	1,219,318	-	1,901,642	28,157,131	(1,964,505)	99,616,059
Support of National programs	<u>25,325</u>	<u>-</u>	<u>595</u>	<u>3,768</u>	<u>-</u>	<u>5,943</u>	<u>99,256</u>	<u>-</u>	<u>134,887</u>
Total operating expenses	<u>65,455,713</u>	<u>3,114,216</u>	<u>1,758,464</u>	<u>1,223,086</u>	<u>-</u>	<u>1,907,585</u>	<u>28,256,387</u>	<u>(1,964,505)</u>	<u>99,750,946</u>
Increase (decrease) in net assets from operations	1,520,663	22,142	(277,156)	406	-	(258,100)	(340,272)	-	667,683
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(939,843)	-	-	-	-	19,090	(341,643)	-	(1,262,396)
Net realized and unrealized gains on investments	456,206	-	-	-	-	100,791	12,330	-	569,327
Increase (decrease) in fair value of beneficial interest in trust held by others	1,678	-	-	(636)	-	310,400	34,132	-	345,574
Gain on sales and disposals of property, plant and equipment	<u>3,537</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>905</u>	<u>-</u>	<u>4,442</u>
	<u>(478,422)</u>	<u>-</u>	<u>-</u>	<u>(636)</u>	<u>-</u>	<u>430,281</u>	<u>(294,276)</u>	<u>-</u>	<u>(343,053)</u>
Increase (decrease) in net assets before effects of discontinued operations	1,042,241	22,142	(277,156)	(230)	-	172,181	(634,548)	-	324,630
Gain (loss) from discontinued operations	<u>116,431</u>	<u>(168,673)</u>	<u>-</u>	<u>-</u>	<u>574,040</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>521,798</u>
Total increase (decrease) in net assets	1,158,672	(146,531)	(277,156)	(230)	574,040	172,181	(634,548)	-	846,428
Net assets (deficit) at beginning of year	14,997,901	1,657,168	(1,975,589)	172,620	(269,614)	5,226,689	1,782,828	-	21,592,003
Net assets (deficit) at end of year	<u>\$ 16,156,573</u>	<u>\$ 1,510,637</u>	<u>\$ (2,252,745)</u>	<u>\$ 172,390</u>	<u>\$ 304,426</u>	<u>\$ 5,398,870</u>	<u>\$ 1,148,280</u>	<u>\$ -</u>	<u>\$ 22,438,431</u>

* Includes Agency Realty, Inc., Special Transit Service, 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, 2011.

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Public support and revenue:									
Public support:									
Contributions	\$ 824,244	\$ 7,317	\$ 36,918	\$ 24,109	\$ -	\$ 71,360	\$ 477,590	\$ -	\$ 1,441,538
Special events, net	312,172	13,188	56,893	80,422	-	4,748	719,251	-	1,186,674
Annual campaigns, net	454,178	13,607	26,232	28,398	-	7,787	-	-	530,202
Bequests	<u>32,446</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,000</u>	<u>31,087</u>	<u>-</u>	<u>73,533</u>
Total public support	1,623,040	34,112	120,043	132,929	-	93,895	1,227,928	-	3,231,947
Revenue:									
Fees and grants from governmental agencies	36,500,304	2,256,303	1,361,672	885,469	-	744,644	15,117,126	-	56,865,518
Other fees and grants	21,823,453	601,541	20,500	102,142	-	18,495	7,131,922	-	29,698,053
Start-up programs	-	-	-	-	-	-	161,178	-	161,178
Sales to public	3,617,280	-	-	-	-	-	-	(7,114)	3,610,166
Dividend and interest income	259,210	-	1	1,547	-	302,738	59,425	-	622,921
Rental income	-	-	-	-	-	-	141,855	-	141,855
Intercompany revenue	2,077,234	-	-	-	-	-	-	(2,077,234)	-
Other	<u>194,039</u>	<u>9,373</u>	<u>4,976</u>	<u>250</u>	<u>-</u>	<u>268,584</u>	<u>66,211</u>	<u>(625)</u>	<u>542,808</u>
Total revenue	<u>64,471,520</u>	<u>2,867,217</u>	<u>1,387,149</u>	<u>989,408</u>	<u>-</u>	<u>1,334,461</u>	<u>22,677,717</u>	<u>(2,084,973)</u>	<u>91,642,499</u>
Total public support and revenue	66,094,560	2,901,329	1,507,192	1,122,337	-	1,428,356	23,905,645	(2,084,973)	94,874,446
Operating expenses:									
Program services:									
Public health education	277,510	-	1,069	1,461	-	-	342,355	-	622,395
Professional education	22,136	-	-	-	-	-	-	-	22,136
Program start-up	-	-	-	-	-	-	595,904	-	595,904
Direct services	<u>55,481,073</u>	<u>2,609,075</u>	<u>1,462,529</u>	<u>871,968</u>	<u>-</u>	<u>1,372,947</u>	<u>20,680,425</u>	<u>(232,359)</u>	<u>82,245,658</u>
Total program services	55,780,719	2,609,075	1,463,598	873,429	-	1,372,947	21,618,684	(232,359)	83,486,093

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general	\$ 7,678,677	\$ 336,385	\$ 174,608	\$ 90,372	\$ -	\$ 271,894	\$ 1,887,022	\$ (1,852,614)	\$ 8,586,344
Fundraising	<u>754,830</u>	<u>34,769</u>	<u>129,734</u>	<u>98,071</u>	<u>-</u>	<u>128,365</u>	<u>708,217</u>	<u>-</u>	<u>1,853,986</u>
Total supporting services	<u>8,433,507</u>	<u>371,154</u>	<u>304,342</u>	<u>188,443</u>	<u>-</u>	<u>400,259</u>	<u>2,595,239</u>	<u>(1,852,614)</u>	<u>10,440,330</u>
Total functional expenses	64,214,226	2,980,229	1,767,940	1,061,872	-	1,773,206	24,213,923	(2,084,973)	93,926,423
Support of National programs	<u>25,325</u>	<u>-</u>	<u>595</u>	<u>435</u>	<u>-</u>	<u>5,487</u>	<u>91,309</u>	<u>-</u>	<u>123,151</u>
Total operating expenses	<u>64,239,551</u>	<u>2,980,229</u>	<u>1,768,535</u>	<u>1,062,307</u>	<u>-</u>	<u>1,778,693</u>	<u>24,305,232</u>	<u>(2,084,973)</u>	<u>94,049,574</u>
Increase (decrease) in net assets from operations	1,855,009	(78,900)	(261,343)	60,030	-	(350,337)	(399,587)	-	824,872
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	139,733	-	-	-	-	(117,098)	(715,743)	-	(693,108)
Net realized and unrealized gains (losses) on investments	877,877	-	-	-	-	76,781	(11,820)	-	942,838
Increase in fair value of beneficial interest in trust held by others	2,862	-	-	2,627	-	264,288	22,987	-	292,764
Gain (loss) on sales and disposals of property, plant and equipment	<u>7,977</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>209,578</u>	<u>(17,278)</u>	<u>-</u>	<u>200,277</u>
	<u>1,028,449</u>	<u>-</u>	<u>-</u>	<u>2,627</u>	<u>-</u>	<u>433,549</u>	<u>(721,854)</u>	<u>-</u>	<u>742,771</u>
Increase (decrease) in net assets before effects of discontinued operations	2,883,458	(78,900)	(261,343)	62,657	-	83,212	(1,121,441)	-	1,567,643
(Loss) gain from discontinued operations	<u>(667)</u>	<u>106,797</u>	<u>-</u>	<u>-</u>	<u>(803,373)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(697,243)</u>
Total increase (decrease) in net assets	2,882,791	27,897	(261,343)	62,657	(803,373)	83,212	(1,121,441)	-	870,400
Net assets (deficit) at beginning of year	<u>12,115,110</u>	<u>1,629,271</u>	<u>(1,714,246)</u>	<u>109,963</u>	<u>533,759</u>	<u>5,143,477</u>	<u>2,904,269</u>	<u>-</u>	<u>20,721,603</u>
Net assets (deficit) at end of year	<u>\$ 14,997,901</u>	<u>\$ 1,657,168</u>	<u>\$ (1,975,589)</u>	<u>\$ 172,620</u>	<u>\$ (269,614)</u>	<u>\$ 5,226,689</u>	<u>\$ 1,782,828</u>	<u>\$ -</u>	<u>\$ 21,592,003</u>

• Includes Agency Realty, Inc., Special Transit Service, Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2012

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Salaries and related expenses	\$ 47,705,820	\$ 2,331,243	\$ 1,410,730	\$ 887,734	\$ -	\$ 983,598	\$ 20,516,610	\$ -	\$ 73,835,735
Professional fees	7,204,274	418,106	117,769	159,033	-	229,769	3,717,969	(1,951,665)	9,895,255
Supplies	1,833,802	15,939	21,141	7,528	-	83,189	807,263	-	2,768,862
Telephone	658,624	18,761	8,140	6,753	-	23,356	141,152	-	856,786
Postage and shipping	93,400	1,684	3,375	1,912	-	3,904	31,459	-	135,734
Occupancy	2,129,899	64,424	159,367	82,431	-	153,235	1,523,589	-	4,112,945
Outside printing, artwork and media	76,600	2,871	5,210	6,094	-	4,745	25,631	-	121,151
Travel	2,262,922	104,480	16,297	39,640	-	25,752	256,872	-	2,705,963
Conventions and meetings	221,002	34,900	3,954	2,011	-	10,432	123,088	-	395,387
Specific assistance to individuals	654,429	107,006	120	-	-	-	165,496	(12,840)	914,211
Dues and subscriptions	24,855	200	535	573	-	350	18,869	-	45,382
Minor equipment purchases and equipment rental	545,315	11,639	6,373	21,414	-	27,109	83,587	-	695,437
Ads, fees and miscellaneous	27,547	1,165	2,123	143	-	29,194	(3,112)	-	57,060
Interest	794,332	-	-	-	-	132,478	296,755	-	1,223,565
Bad debt provision	27,075	-	-	1,925	-	2,600	14,744	-	46,344
Depreciation and amortization	1,170,492	1,798	2,735	2,127	-	191,931	437,159	-	1,806,242
	<u>\$ 65,430,388</u>	<u>\$ 3,114,216</u>	<u>\$ 1,757,869</u>	<u>\$ 1,219,318</u>	<u>\$ -</u>	<u>\$ 1,901,642</u>	<u>\$ 28,157,131</u>	<u>\$ (1,964,505)</u>	<u>\$ 99,616,059</u>

* Includes Agency Realty, Inc., Special Transit Service, 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, 2011

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Salaries and related expenses	\$ 45,570,108	\$ 2,121,498	\$ 1,379,430	\$ 748,750	\$ -	\$ 731,224	\$ 17,687,457	\$ -	\$ 68,238,467
Professional fees	7,905,517	456,288	176,987	157,886	-	333,347	3,374,764	(2,077,859)	10,326,930
Supplies	1,844,237	19,635	25,596	22,499	-	77,577	674,979	-	2,664,523
Telephone	595,244	18,928	6,736	5,399	-	37,196	117,410	-	780,913
Postage and shipping	97,433	1,446	3,955	2,792	-	3,696	42,362	-	151,684
Occupancy	2,010,147	61,158	151,816	64,283	-	228,987	1,325,452	-	3,841,843
Outside printing, artwork and media	102,428	3,779	3,481	6,659	-	6,189	37,539	-	160,075
Travel	2,134,911	106,763	17,079	36,079	-	24,994	227,086	(7,114)	2,539,798
Conventions and meetings	274,534	34,976	3,146	8,820	-	4,757	217,978	-	544,211
Specific assistance to individuals	718,567	130,056	106	34	-	-	97,037	-	945,800
Dues and subscriptions	18,919	384	2,021	881	-	3,806	6,906	-	32,917
Minor equipment purchases and equipment rental	445,737	21,030	15,224	22,282	-	10,068	110,291	-	624,632
Ads, fees and miscellaneous	104,477	1,885	2,628	563	-	1,623	34,829	-	146,005
Interest	793,231	-	-	-	-	115,089	60,343	-	968,663
Bad debt provision	383,584	(2)	(26,362)	(18,108)	-	58	(19,000)	-	320,170
Depreciation and amortization	1,215,152	2,405	6,097	3,053	-	194,595	218,490	-	1,639,792
	<u>\$ 64,214,226</u>	<u>\$ 2,980,229</u>	<u>\$ 1,767,940</u>	<u>\$ 1,061,872</u>	<u>\$ -</u>	<u>\$ 1,773,206</u>	<u>\$ 24,213,923</u>	<u>\$ (2,084,973)</u>	<u>\$ 93,926,423</u>

* Includes Agency Realty, Inc., Special Transit Service, Inc., and Manchester Alcoholism Rehabilitation Center

New Hampshire Board of Directors

Chairman: Jim Bee

Past Chairman: Richard Rawlings

Vice Chairman: Christine Gordon

Treasurer: Andrew MacWilliam

Assistant Treasurer: Tim Murray

Secretary: Renee Walsh

Assistant Secretary: Tom Sullivan

Chairman, Maine: Dennis Brown

Chairman, New York: Joe DiChiara

Chairman, Rhode Island: Tracey Colucci

Chairman, Farnum Center: Peter Anderson

Chairman, Connecticut: Wiley Mullins

Chairman, VT: Bradford Cook

Vice Chairman, VT: Sally Garmon

Chairman, Webster Place: Charles Clarkson

General Counsel and Assistant Secretary: Bradford Cook

Dennis Beaulieu

Matthew Boucher

Aron Brown

Eleanor Dahar

Doris Duhamel-Labbe

Ann-Marie Forrester

Charles Panasis

Sue MacDermott

John Madden

Cynthia Makris

Leisa Maxwell

Diane B. Cloutier

Career Goal: To continue my career as a Reading Specialist and Consultant in the field of Special Education Services

Teaching Experience

Easter Seals Organization, Manchester, NH

Reading Specialist, 5/3/2012-Present

- . Deliver individual and small group remedial reading sessions to identified students
- . Responsible for providing monthly consultations in reading instruction in Lancaster, NH
- . Monitor weekly lesson plans developed by the classroom teachers in reading and writing instruction
- . Present workshops in reading curriculums
- . Organize student projects to promote literacy

Goffstown School District, Goffstown, NH

Substitute Teacher, Part Time-Special Education Teacher and Case Manager, 7/5/2011-5/3/2012
Glen Lake School, Kindergarten Level

- . Responsible for teaching small groups of identified students with learning and language disabilities
- . Familiar with the R.T.I and PBIS Model for academic and behavioral interventions
- . Performed case management duties

Special Education Teacher and Case Manager Substitute, Grades 1-4 1/3/2011- 3/17/2011
Maple Avenue Elementary School, Goffstown, NH

- . Tutored students in reading and math using the Reading Street Intervention Curriculum and Number World
- . Responsible for case management duties

Title One Teacher Substitute, 3/24/2011-6/24/2011, Grades 1-4, Maple Avenue Elementary School and Villa Augustina School, Goffstown, NH

- . Instructed coded and RTI students in areas of reading, math, and language development
- . Consulted with classroom teachers in progress and modification needs in the classroom settings
- . Provided updated progress reports to parents
- . Documented test results to illustrate growth

Crotched Mountain School, Greenfield, NH

High School Special Education Teacher, (1990-2010)

- . Developed and team taught a transition course for at risk teenagers
- . Managed and supervised teacher assistants and college interns
- . Instructed courses in English, Basic Math, Geometry, Algebra and Social Studies
- . Developed and Implemented I.E.P's
- . Conducted evaluations, SAT's, PSAT's, NECAP On-Demand Testing, and Alternative Portfolios
- . Awarded a grant in 2005 to develop a Video Magazine News Program: Recognized by Manchester Union Leader and Keene State College Alumni Magazine for achievement
- . Served for the School Partnership Program as an Educational Evaluator and Consultant for special needs students in New Hampshire

Reading Specialist, (Private Tutoring), (1988-1990)

Weare Middle School Weare, N.H.

Villa Augustina School Goffstown, N.H.

- . Provided tutoring, diagnostic testing, written reports, and consultation to teachers, administration, and parents

Reading Specialist, Crotched Mountain School, Greenfield, NH, (1/3/1978- 10/1/1984)

- . Served students with significant disabilities in reading and writing skills, ages 6-22
- . Offered consultation to classroom teachers and implemented reading curriculums
- . Performed in depth diagnostic reading evaluations
- . Created a tutorial program for public school students
- . Presented reading workshops to classroom teachers

Reading Teacher, Title 1 Reading Program, Manchester Public School District, N.H.,(1976-1978)

- . Taught remedial reading classes to groups of students in grades 3-6 in a resource room setting
- . Responsible for administering pre- post achievement tests
- . Directed a play written and performed by sixth graders
- . Communicated and collaborated with classroom teachers

Education

M.Ed Degree in Reading (K-12)

Notre Dame College, Manchester NH, (1983)

B.S. Degree in Special Education and Elementary Education

Keene State College, Keene NH, (1975)

Current Certifications: Learning Disabilities, Special Education, Elementary Education (K-8), Reading and Writing Specialist

HQT Status: Elementary Education (k-6), (2007)

Volunteer Work and Hobbies

Musician - Lead singer in a band, Manchester, N.H., (2001-2005)

- * Performed for charitable organizations: Nursing homes and hospitals
- * M.S. Society- Radio Broadcasted, Manchester, NH, M.S. Walkathon, (2004)
- * Lead singer in faculty band, Crotched Mountain School, Greenfield, N.H., (2008-2009)

Writer- (1996- Present)

- * Write short stories and poetry
- * **Artist** – Exhibitor, Portrait Drawings, Crotched Mountain Center, Greenfield, N.H. (2008)

Larry J. Gammon

Employment

7/88 to Present President, Chief Executive Officer

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

6/85 – 7/88 Executive Vice President
Vice President

8/75 – 6/85 Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

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

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

9/71 – 8/75 New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

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

9/70 – 7/71 New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

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

2/69 – 8/70 Gary Public Schools
Gary, IN

Position: Teacher, Special Education

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

9/67 – 1/69 Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

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

Education

9/62 – 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.

9/66 –8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

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

Local

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

Recognition

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

Elin Treanor

nc.

CAREER SUMMARY:

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

SKILLS & EXPERIENCE:

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

WORK HISTORY:

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

reorganizations to multiple entities and external corporate mergers and acquisitions.

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE:

National Easter Seals:
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

Tina M. Sharby, PHR

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

Areas of expertise include:

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

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

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources

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

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

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

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

Human Resources Director

**Moore Center Services, Inc., Manchester, NH
1986-1998**

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

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

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

EDUCATION

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

ORGANIZATIONS

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

John A. Tuttle

Education

State of New Hampshire and Massachusetts, School Administration Certifications

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

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

Professional Experiences

Director of Educational Services, Easter Seals of New Hampshire (6/09 to Present)

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

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

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

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

- Develop and maintain relationships with clients, families, guardians, and fundors to provide comprehensive services to our customers
- Oversight of the student discipline/behavior management policy and behavior support and intervention policies to include physical restraint.
- Document and report information as required by state, Agency, department, supervisor, etc.
- Ensure compliance with state regulations/licensing standards, department/agency policies and procedures and other governing agencies' guidelines and contractual obligations.
- Ensure our customers are consistently treated with dignity and respect.
- Understand financial systems, develop and monitor budgets, identify trends and problems while using the information to make program decisions.
- Recruit, train, supervise, evaluate and monitor all direct reports and ensure that they are following and implementing Agency/Department policies and procedures.
- Develop new business by working collaboratively with funding sources.
- Oversees referrals to programs.
- Oversees all aspects of the day schools and residential program and ensures compliance with all regulations.

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

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

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

Behavior Specialist, Easter Seals of New Hampshire (8/03 to 6/08)

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

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

Training Specialist, Easter Seals of New Hampshire (1/99 to 6/04)

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

- Provide various trainings to staff at Easter Seals facilities.
 - Track and monitor staff member status regarding completion of state and agency required trainings.
 - Alert supervisors of staff members requiring initial trainings and training updates.
 - Research alternative specialized interventions/trainings that may be appropriate for various populations in order to address the changing needs of Easter Seals consumers.
 - Meeting with Easter Seals supervisors on a monthly basis to discuss TCI implementation issues in the workplace.
 - Observe staff utilization of TCI techniques and assess whether interventions are being conducted accurately and effectively in the milieu.
 - Model TCI techniques for staff in the milieu to provide ongoing training of various interventions.
 - Provide trainings to outside agencies, facilities, etc. in the community as needed.
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- Review all documented incident reports and create a database to track precursors and patterns

Case Manager, Easter Seals of New Hampshire (9/96 to 2/99)

Master Counselor/Teacher, Eckerd Wilderness Educational System (10/95 to 6/96)

Professional Development

Graduation Committee, Easter Seals of New Hampshire and Harbor Schools, 2005 to present. Develop and coordinate graduation. Writing scripts, organizing the days events and special guests.

Data committee, Jolicoeur School, 2006 to 2008. Organize and present data that shows how students are doing in our school setting. This includes NWEA test scores and time students are out of class. Review the data and develop a plan on how to improve unfavorable scores.

Orientation Program, Easter Seals of New Hampshire and Harbor Schools, 2006 to present. Developed a training program for all new hires to more effectively communicate the agencies policies and training expectations in each work setting.

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

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

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

Manager of the Year, Easter Seals of New Hampshire, 2006.

Roger “Mick” Pinard

Education

Plymouth State University, Plymouth, NH
CAGS Educational Leadership & Principal Certification K-12 May 2013

Rivier College, Nashua, NH
Masters in Education, Counseling, May 2002

Springfield College, Manchester, NH
Bachelor of Science, Human Services, May 1998

Castle College, Windham, NH
Recreational Therapy Program, May 1996

NH Technical Institute, Manchester, NH
Early Childhood Education Certification, May 1995

NH Technical Institute, Manchester, NH
Associates in Science, Exercise Science, May 1994

Professional Certifications

Principal 0003
Guidance Counselor 0040
Director of Guidance 0042

Professional Affiliations

Member in the forming of and participant in NHELO Association
New Hampshire Principal Association
American Counseling Association
Alternate Member Pembroke Zoning Board, Pembroke, NH
Officer, Bektash Shrine Divan, Concord, NH
Past Member Board of Directors, Parent Information Center
Past President Bektash Shrine Unit, Concord, NH
Past Sub-Committee Member for Town of Pembroke Master Development Plan

EXPERIENCE

August 2012-Present

Guidance Counselor/Consultant

Easter Seals, Robert B. Jolicoeur School, Manchester, NH

- Responsible for creating and implementing a Comprehensive Counseling School Program
- Assisted in locating, implementing, training, and operating a new school software program “Gradelink Student Information and School Management System.”
- Responsible for the implementation, training, and overseeing “LUMEA” a web based documentation software provided by MSB Services
- Acting building leader in absence of Principal
- Maintain relationship with the community, parents, guardians, and outside agencies
- Develop logistics, and maintain all records related to student school experiences
- Monitor program development to track progress toward required outcomes, including record keeping and reporting
- Manage multiple projects and deadlines simultaneously
- Work with a wide range of skill levels and work styles
- Complete and maintain accurate records as required by state/federal law and school policy, including all forms (i.e., “Medicaid billing”, new student interviews, incident/accident reports, communication reports, work study tables, transcripts, and scheduling)
- Assist students with transition planning, such as research of college programs or career interests, provide instruction regarding resume development, interview skills, and job placement resources and provide written letters of recommendation as appropriate
- Provide individual student weekly counseling, crisis intervention and mediation as needed

August 2011-2012

**Adult Education Monitor/Counselor (Nights Part-Time), Londonderry School District
STEPS Program Counselor Long Term Substitute**

- Monitored and supervised the Adult Education Program
- Assisted the Assistant Principal in charge of the Adult Education Program
- Provided Counseling services for students in the Adult Education Program
- Provided Counseling services for day students in the STEPS Program

August 2002-2013

**Assistant Principal/Director of Guidance/Counselor, The Brentwood School, Merrimack,
NH (SERESC, Bedford, NH)**

- Establish and coordinate Extended Learning Opportunities
- Acting building leader in absence of Principal
- Acquire, organize, interpret and maintain information on student progress and school goals
- Adhere to state and federal mandates as well as school policies and professional standards of behavior

- Skilled in creating a risk free environment for engaging staff in conversations that explore issues and building a sense of efficacy and empowerment among faculty that results in a “can do” attitude when faced with challenges
- Consulted with classroom teachers regarding accommodations and modifications as outlined in students’ IEPs
- Served as Co-Chairperson of the Professional Development Committee to provide opportunities for faculty to design more effective teaching and learning experiences for students
- Developed and implemented IEPs for students
- Facilitated IEP, Placement Review and Progress meetings with students, parents, and sending school district representatives
- Provided individual counseling and crisis intervention
- Participated in the hiring process of faculty and staff including interviewing, hiring and training of new faculty
- Facilitated transition services including college tours, career planning, resume development, interview skills coaching and Vocational Rehabilitation referrals
- Supervised the NECAP and ASVAB testing 2009-2010
- Developed and implemented a school to work program called “Learning a Living”
- Case management of special education students
- Provided individual counseling and crisis intervention
- Demonstrated the ability to work effectively with diverse teams; made necessary compromises to achieve common goals to benefit school community
- Facilitated Professional Learning Community to promote school improvement and sustain a school culture and instructional program conducive to student learning and staff development

August 1996-August 2001

Counselor/Case Manager/Special Education Teacher

Easter Seals, Robert B. Jolicoeur School, Manchester, NH

- Provided appropriate life skills training within the community for clients with disabilities
- Supervised and counseled court adjudicated youth in a group home setting
- Responsible for assessments, reading and evaluating referral materials, collecting data, creating action plans
- Involved in setting clients goals and objectives
- Responsible for High School instruction in General Studies and vocational and career development
- Provided mediation to educate participants with physical, emotional and mental disabilities

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President	\$ 352,852	0%	\$ 0.00
Elin Treanor	CFO	\$ 240,000	0%	\$ 0.00
Tina Sharby	Chief Human Resource Officer	\$ 140,000	0%	\$ 0.00
John Tuttle	Director of Education Svcs	\$ 77,935	0%	\$ 0.00
Roger Pinard	Guidance Counselor	\$ 50,000	7%	\$ 2,394.00
Diane Cloutier	Special Ed Tchr – Reading Specialist	\$ 49,980	7%	\$ 4,788.00

Subject: Title I, Part D, Subpart 1, Elementary and Secondary Education Act (ESEA) Grant

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 & Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Merrimack Valley Day Care Service		1.4 Contractor Address 19 North Fruit Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-2133	1.6 Account Number 05-95-40-404010-5830	1.7 Completion Date August 31, 2014	1.8 Price Limitation \$12,576.25
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Christine Dolat Bartlett</i>		1.12 Name and Title of Contractor Signatory <i>Christine Dolat Bartlett Board President</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/11/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Shawn D Taylor</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Shawn D Taylor, Notary</i>			
1.14 State Agency Signature <i>Mary Ann Coombs</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN COOMBS Associate Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Reynolds</i> On: <i>3-7-14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: AM
Date: 2/11/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:
Date:

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

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

Cover Sheet to Title I, Part D1 Application

Name of Institution: Merrimack Valley Day Care Service

Name of Institution Contact: Mary Jane Wallner or Marianne Barter

Contact phone number: 224-1632

Contact email address: mjwallner@juno.com,
mariannebarter@yahoo.com

Merrimack Valley Day Care Service
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2013-2014

INSTITUTION LEVEL APPLICATION

Contractor Initials MS
Date 2/11/14

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2013-2014 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	To offer homework assistance and support to children enrolled in our afterschool programs, especially those children whose parents have either educational or language limitations that inhibit their ability to assist their children with schoolwork.	Our children will successfully complete the work required to proceed to the next grade.	Pre-reading and math assessments will be done when the child enters the program. Post assessments will be done at the end of the academic semester. The assessment tools will include the Bigance Diagnostic Comprehensive Inventory of Skills	Academic tutor, with guidance from the special needs coordinator (tutor is Barbara Romanos, special needs coordinator is Sasha Saxon
Reading	To offer homework assistance and support to children enrolled in our afterschool programs, especially those children whose parents have either educational or language limitations that inhibit their ability to assist their children with schoolwork.	Our children will successfully complete the work required to proceed to the next grade.	Pre-reading and math assessments will be done when the child enters the program. Post assessments will be done at the end of the academic semester. The assessment tools will include the Bigance Diagnostic Comprehensive Inventory of Skills	Academic tutor, with guidance from the special needs coordinator (tutor is Barbara Romanos, special needs coordinator is Sasha Saxon

Institution Name _____

2. Scope of Project

A. Students to Be Served

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

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

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	30%	Academic Tutor	BA in Education or related field	\$13.75/hr

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

Barbara Romanos
Name of Individual

title 1 tutor

Title of Individual _____

Sasha Saxon
Name of Individual

Special Needs Coordinator
Title of Individual

D. Staff/ Student Ratio's:

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

Institution Name _____

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

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

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

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

- Both Jennings Drive and Eagle's Bluff apartments subsidize housing costs, so most of the children we serve there live with significant poverty. All of the children enrolled at our Jennings Drive site and over 85% of the children at Eagle's Bluff qualify for free and reduced lunches at school.
- 30% of our school aged children have parents who have recently emigrated to the United States and do not speak fluent English
- 40% of the children enrolled have IEPs
- 16% have a documented mental health issue that requires outside support

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

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

Health Coordinator: Provides family support and links children to needed outside services. Oversees the Special Needs Coordinator and the Jennings Drive Program.

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

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

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

No other services are provided with these funds.

F. Transition Services:

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

\$1050.00

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

We will be providing approximately 80 hours of transition services. A written log will be kept of all transition services provided, which is available for review at any time. Services include:

- Attending IEP and educational support meetings
- Meeting with individual teachers to discuss how the children have improved and what areas still need assistance
- Homework assistance
- Parent conferences and parent involvement activities
- A letter to each teacher at the beginning of the school year explaining what was worked on, how each student developed academically, student strengths and weaknesses.

Institution Name _____

G. Professional Development:

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

We will not be providing in-service training programs with these funds.

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

Both the tutor and Special Needs coordinator attend conferences that support early learning, children with special needs and children in the child protection system. At least 15 hours of staff training will be scheduled, with the additional funds used for conference fees.

The Special Needs Coordinator will attend a 2 day conference on childhood trauma, assessment, intervention and family support in the fall of 2013.

The Academic Tutor will attend a training on supporting school aged children in the Spring of 2014.

H. Coordination:

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

Our Health Coordinator and Special Needs Coordinator work closely with other schools, mental health facilities, and other private and public agencies that are providing services to the children. We also provide referrals to other agencies as needed. Our special needs coordinator attends IEP meetings at schools and wrap around meetings for mental health teams. We have MOU agreements with many other local social service agencies including Child and Family Services, the Visiting Nurse Association, UNH Cooperative Extension and Riverbend Community Mental Health.

We encourage and appreciate community involvement in our centers. Concord Housing Authority provides tuition scholarships for children to attend the after school program at Jennings Drive, so all children can attend without cost to their families. The public school has a tutor who visits our program to provide support to the children who do not speak English. We also accept teenage volunteers from the Diversion Program who need to perform community service.

Institution Name _____

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Academic tutor \$13.75X12.5 hr X 36 wks	\$6187.50 + \$618.75 benefits
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>		
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	Math and reading activities, games, materials	\$600.00
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>		
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities	Workshop fees	\$200.00
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$6987.50 4606.25

7606.25

Cover Sheet to Title I, Part D1 Application

Name of Institution: Merrimack Valley Day Care Service

Name of Institution Contact: Mary Jane Wallner or Marianne Barter

Contact phone number: 224-1632

Contact email address: mjwallner@juno.com,
mariannebarter@yahoo.com

Merrimack Valley Day Care Service
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2013-2014

INSTITUTION LEVEL APPLICATION

Contractor Initials AM
Date 2/11/14

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2013-2014 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
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16-18 years old				
19 years and older				

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	30%	Academic Tutor	BA in Education or related field	\$13.75/hr

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

Barbara Romanos
Name of Individual

title 1 tutor

Title of Individual

Sasha Saxon
Name of Individual

Special Needs Coordinator
Title of Individual

D. Staff/ Student Ratio's:

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

Institution Name _____

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

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

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

- Both Jennings Drive and Eagle's Bluff apartments subsidize housing costs, so most of the children we serve there live with significant poverty. All of the children enrolled at our Jennings Drive site and over 85% of the children at Eagle's Bluff qualify for free and reduced lunches at school.
- 30% of our school aged children have parents who have recently emigrated to the United States and do not speak fluent English
- 40% of the children enrolled have IEPs
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We already have highly trained after school staff that makes sure the children complete their homework every day, but with such busy programs it is impossible to give the children who are truly struggling academically all of the support they need. We envision the academic tutor dividing his or her time between the two sites, monitoring homework and offering math and literacy assistance. He or she will use assessment tools quarterly to ensure that progress is being made, with the ultimate goal being sure that the children stay at the same academic level as their peers and successfully move on to the next grade.

We will continue our academic support program into the summer. Our academic tutor will go on one educational field trip with each group each week, and will supply supporting items such as books, games and curriculum materials. We are still in the planning stages of our summer 2014 program, but it appears that we will be running 4 units:

- **Math:** to support math learning each class will make a class store to practice using money, budgeting, etc. In addition, the children will go to a Fisher Cats game and will keep a score card and learn about rudimentary statistics.
- **Literacy:** each child will tour the library and apply for a library card. We have been invited to story hour at Gibsons book store, and each child will be able to pick out a book to buy and bring home.
- **Science:** we plan a week of science experiments and visits to the Planetarium and the Montshire Museum
- **NH History:** we will read books about New Hampshire and the people who have lived here. We plan field trips to the Flume and the State House.

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

Health Coordinator: Provides family support and links children to needed outside services. Oversees the Special Needs Coordinator and the Jennings Drive Program.

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

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

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

No other services are provided with these funds.

F. Transition Services:

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

\$720.00

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

We will be providing approximately 50 hours of transition services. A written log will be kept of all transition services provided, which is available for review at any time. Services include:

- Attending IEP and educational support meetings
- Meeting with individual teachers to discuss how the children have improved and what areas still need assistance
- Homework assistance
- Parent conferences and parent involvement activities
- A letter to each teacher at the beginning of the school year explaining what was worked on, how each student developed academically, student strengths and weaknesses.

Institution Name _____

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We will not be providing in-service training programs with these funds.

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Both the tutor and Special Needs coordinator attend conferences that support early learning, children with special needs and children in the child protection system. At least 15 hours of staff training will be scheduled, with the additional funds used for conference fees.

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

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We encourage and appreciate community involvement in our centers. Concord Housing Authority provides tuition scholarships for children to attend the after school program at Jennings Drive, so all children can attend without cost to their families. The public school has a tutor who visits our program to provide support to the children who do not speak English. We also accept teenage volunteers from the Diversion Program who need to perform community service.

Institution Name _____

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Academic tutor \$13.75X16 hrs X 10 wks	\$2200.00 + \$220.00 benefits
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>		
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	Educational field trips and activities	\$2000.00
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>	Each child will get to pick out a book	\$350.00
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities	Workshop fees	\$200.00
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$4770.00 \$4,970.00



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESEA.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

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



SPECIAL PROVISIONS

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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

2/11/14
Date

Christine Dolat Bertlett
Name:
Title: Board President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

2/11/14
Date

Christine Dolat Bartlett
Name:
Title: Board President

Exhibit E – Certification Regarding Lobbying

Contractor Initials CRB

Date 2/11/14



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

2/11/14
Date

Christine Dolat Barner
Name:
Title: Board President



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 Name:

2/11/14
Date

Christine Dolan Bartlett
Name:
Title: Board President



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/11/14
Date

Christine Dilat Bartlett
Name:
Title: Board President



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and remedies available to Covered Entity under the terms of this Agreement.
5. Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures, and other information necessary for the Secretary to determine Covered Entity's compliance with the terms of the Agreement.



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in accordance with 45 CFR Section 164.502 to the individual.
Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.502.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall provide PHI and any other information in the Designated Record Set, in accordance with 45 CFR Section 164.502, to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.502.
8. Business Associate shall provide an accounting of PHI and information related to such PHI disclosed as would be required for Covered Entity to respond to a request by an individual for an accounting of the contents of PHI in accordance with 45 CFR Section 164.502.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of the contents of PHI, Business Associate shall provide, in accordance with 45 CFR Section 164.502, information as Covered Entity may require to fulfill its obligations to provide an accounting of information with respect to PHI in accordance with 45 CFR Section 164.502.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall inform the individual of the Business Associate's policies and procedures for forwarding such requests to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if an individual's request is denied by Covered Entity, the Business Associate shall ensure that the individual's request is referred to Covered Entity and shall notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.502, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of, permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
3. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.



Miscellaneous

1. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law
3. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable
6. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 l and standard contract provisions in 3. c and 3. d and termination of this Agreement.

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

Contractor Name:

2/11/14
Date:

Christine Dulat Bartlett
Name:

Title: Board President

State Agency Name:

NH. DHHS

3/5/14
Date:

Mary Ann Cooney
Name:

Title: MARY ANN COONEY

3/5/14 Associate Commission



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

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

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

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

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

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

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

Contractor Name:

2/11/14
Date

Christine DeLat Bartlett
Name:
Title: Board President



FORM A

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

1. The DUNS number for your entity is: 813977116
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of May A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Linda Skaggs, do hereby certify that:
(Name of the elected Officer of the Agency. Cannot be contract signatory.)

1. I am a duly elected Officer of Merrimack Valley Day Care Service
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on Feb 11, 2014:
(Date)

RESOLVED: That the Board President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11 day of February, 2014.
(Date Contract Signed)

4. Christine Ddat Bartlett is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Skaggs
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 11 day of February, 2014.

By Linda Skaggs
(Name of Elected Officer of the Agency)

A. D. Taylor
(Notary Public Justice of the Peace)

Commission Expires: 10/06/2015

Client#: 494330

MERRIVAL2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/05/2014

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, PO Box 6360, Manchester, NH 03108-6360, 603 625-1100. CONTACT NAME, PHONE (A/C, No, Ext): 603 625-1100, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Great American Insurance Compan, NAIC #: 16691. INSURED: Merrimack Valley Day Care Service, Inc., 19 North Fruit Street, Concord, NH 03301. INSURER B, C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER: NH Division of Children Youth and Family, 129 Pleasant Street Brown Building, 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. [Signature]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2014

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 PO BOX 6360 MANCHESTER, NH 03108	CONTACT NAME _____ PHONE _____ (A/C, No, Ext) (877) 463-2723 FAX (A/C, No) 866-828-2424 E-MAIL Certificate@hanover.com ADDRESS _____
INSURED MERRIMACK VALLEY DAY CARE SERVICE INC 19 NORTH FRUIT STREET CONCORD NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A Massachusetts Bay Ins Co NAIC # 22306 INSURER B _____ INSURER C _____ INSURER D _____ INSURER E _____ INSURER F _____

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WDV 8947570 03	01/24/2014	01/24/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER New Hampshire Division of Children, Youth and Families 129 Pleasant St-Brown Building Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Merrimack Valley Day Care Service Mission statement

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

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

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

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

MERRIMACK VALLEY DAY CARE SERVICES
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2012 AND 2011

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INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

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

We have audited the accompanying statements of financial position of Merrimack Valley Day Care Services as of December 31, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Merrimack Valley Day Care Services, as of December 31, 2012 and 2011, and its cash flows for the years then ended in conformity with accounting principles.

In accordance with *Government Auditing Standards*, we have also issued a report dated July 10, 2013 on our consideration of the Agency's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grants.

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

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, PC

Manchester, New Hampshire
July 10, 2013



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Merrimack Valley Day Care Services, which comprise the balance sheets as of December 31, 2012, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 10, 2013.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Wheeler, Ring, Dolan & Dupuis, PC

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

Manchester, New Hampshire
July 10, 2013

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

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

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

Report on Compliance for Each Major Federal Program

We have audited Merrimack Valley Day Care Services compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended December 31, 2012. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012.

Report on Internal Control Over Compliance

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

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

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

Purpose of this Report

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

Wheeler, Ring, Dolan & Dupuis, PC

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

Manchester, New Hampshire

July 10, 2013

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2012 AND 2011

ASSETS

	2012	2011
Current Assets		
Cash and cash equivalents	\$ 105,387	\$ 138,440
Accounts receivable	33,846	46,508
Other receivables	21,250	23,750
Prepaid expenses	6,432	7,055
Total Current Assets	166,915	215,753
Property And Equipment, Net	338,458	314,133
TOTAL ASSETS	<u>\$ 505,373</u>	<u>\$ 529,886</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 9,493	\$ 9,629
Accrued payroll and related expenses	131,313	123,416
Other liabilities	21,250	23,750
Current maturities of long-term debt	4,410	-
Total Current Liabilities	166,466	156,795
Long-term Debt, Less Current Maturities	17,144	-
Total Liabilities	183,610	156,795
Net Assets		
Unrestricted net assets	301,763	355,591
Temporarily restricted net assets	20,000	17,500
Total Net Assets	321,763	373,091
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 505,373</u>	<u>\$ 529,886</u>

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Revenue and Gains		
Net program service fees	\$ 1,260,647	\$ 1,283,170
Other revenue	178,633	173,845
Contributions	86,011	98,259
Investment income	126	203
	<u>1,525,417</u>	<u>1,555,477</u>
Total Revenue and Gains		
Expenses		
Salaries and wages	907,557	918,249
Employee benefits	178,325	184,206
Program supplies	337,986	301,544
Occupancy	52,048	48,930
Interest expense	187	-
Depreciation	44,282	44,685
Other expenses	58,860	49,304
	<u>1,579,245</u>	<u>1,546,918</u>
Total Expenses		
INCREASE/(DECREASE) IN UNRESTRICTED NET ASSETS	<u>\$ (53,828)</u>	<u>\$ 8,559</u>

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENTS OF CHANGES IN NET ASSETS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Balance as of December 31, 2010	\$ 347,032	\$ -	\$ 347,032
Increase in unrestricted net assets	8,559	-	8,559
Contributions for capital additions	-	17,500	17,500
Contributions released from restrictions	-	-	-
Change in net assets	<u>8,559</u>	<u>17,500</u>	<u>26,059</u>
Balance as of December 31, 2011	\$ 355,591	\$ 17,500	\$ 373,091
Increase in unrestricted net assets	(53,828)	-	(53,828)
Contributions for capital additions	-	20,000	20,000
Contributions released from restrictions	-	(17,500)	(17,500)
Change in net assets	<u>(53,828)</u>	<u>2,500</u>	<u>(51,328)</u>
Balance as of December 31, 2012	<u>\$ 301,763</u>	<u>\$ 20,000</u>	<u>\$ 321,763</u>

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
Cash Flows From Operating Activities		
Change in net assets	\$ (51,328)	\$ 26,059
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	44,282	44,685
(Increase) decrease in the following assets:		
Accounts receivable	12,662	(12,509)
Other receivable	2,500	(1,250)
Prepaid expenses	623	(5)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(136)	444
Accrued payroll and related expenses	7,897	9,228
Other liabilities	(2,500)	1,250
Net Cash Provided (Used) By Operating Activities	<u>14,000</u>	<u>67,902</u>
Cash Flows From Investing Activities		
Capital acquisitions	<u>(68,607)</u>	<u>(38,549)</u>
Net Cash Used By Investing Activities	<u>(68,607)</u>	<u>(38,549)</u>
Cash Flows From Financing Activities		
Proceeds from long-term debt	23,000	-
Principal payments of long-term debt	<u>(1,446)</u>	<u>-</u>
Net Cash Provided By Financing Activities	<u>21,554</u>	<u>-</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(33,053)	29,353
Cash and Cash Equivalents, Beginning of year	<u>138,440</u>	<u>109,087</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 105,387</u>	<u>\$ 138,440</u>
Supplemental Disclosures of Cash Flow Information:		
Cash expended for interest	\$ 187	\$ -

(See accompanying notes to these financial statements)

MERRIMACK VALLEY DAY CARE SERVICE

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2012 AND 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Basis of Accounting

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

Use of Estimates

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

Income Taxes

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

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

adjustments that would result in a material adverse affect on the Agency's financial condition, results of operations or cash flows. Accordingly, the Agency has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax position at December 31, 2012.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with a maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments. There were no cash and cash equivalents at December 31, 2012 or 2011.

Property and Equipment

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

Financial Statement Presentation

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

Unrestricted Net Assets are comprised of operating revenues and expenses. Merrimack Valley Day Care Services currently has \$301,763 unrestricted net assets as of December 31, 2012.

Temporary Restricted Net Assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Agency. Merrimack Valley Day Care Services currently has \$20,000 temporarily restricted net assets as of December 31, 2012.

Permanently Restricted Net Assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Agency. Merrimack Valley Day Care Services has no permanently restricted net assets as of December 31, 2012.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donor Restricted Gifts

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

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

Accounts Receivable

Accounts receivable consist primarily of amounts due to the Agency at December 31, 2012 for contracted work performed as of that date. Merrimack Valley Day Care Services considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

NOTE 2 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at December 31, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Land	\$105,000	\$105,000
Building and improvements	672,100	603,493
Equipment	<u>245,138</u>	<u>245,138</u>
Total	1,022,238	953,631
Less accumulated depreciation	<u>683,780</u>	<u>639,498</u>
Property and Equipment, Net	<u>\$338,458</u>	<u>\$ 314,133</u>

NOTE 3 LONG-TERM DEBT

A summary of notes payable at December 31, 2012:

Note payable to the City of Concord, in monthly installments of \$408.00 including interest at 2.5% through August, 2017, collateralized by all organization assets.

\$ 21,554

Less current maturities

4,410

Long-term debt, less current maturities

\$ 17,144

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

Year Ending
December 31

2013

\$ 4,410

2014

4,521

2015

4,636

2016

4,753

2017

3,234

Total

\$ 21,554

NOTE 4 PROGRAM SERVICE FEES

Net program services fees provided for the years ended December 31, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Child Day Care Services	\$ 428,789	\$ 428,605
USDA	357,136	315,912
Division of Children and Youth Services	107,296	113,871
Private Pay	<u>367,426</u>	<u>424,782</u>
Total	<u>\$ 1,260,647</u>	<u>\$1,283,170</u>

NOTE 5 FUNCTIONAL EXPENSES

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

	<u>2012</u>	<u>2011</u>
Program services	\$1,325,411	\$ 1,311,632
Administrative and general	<u>253,834</u>	<u>235,286</u>
Total	<u>\$ 1,579,245</u>	<u>\$ 1,546,918</u>

NOTE 6 RETIREMENT PLAN

The Agency has adopted a defined contribution retirement income plan. Employees are eligible to participate upon reaching age 21 and completing three years of service, at which time the employees are 100% vested. Contributions are determined annually by the Board of Directors. The contributions made in 2012 and 2011 amounted to \$8,000 and \$8,333 respectively.

NOTE 7 CONCENTRATION OF RISK

The Agency is located in Concord, New Hampshire. The Agency grants credit without collateral to its clients. At December 31, 2012, USDA Food represented 17% and Title XX (State of New Hampshire) represented 28% of the gross accounts receivable. No other individual payor source exceeded 10% of the gross accounts receivable balance.

NOTE 8 EVALUATION OF SUBSEQUENT EVENTS

The Agency has evaluated subsequent events through July 10, 2013, the date which the financial statements were available to be issued.

MERRIMACK VALLEY DAY CARE SERVICES
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED DECEMBER 31, 2012

<u>Schedule of Expenditures of Awards</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
<u>Major Programs</u>		
U.S. Department of Agriculture Pass-through State of New Hampshire Department of Education USDA Food and Nutrition Services	10.558	\$ 357,136
<u>Non-Major Programs</u>		
U.S. Department of Health and Human Services Pass-through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX Child Day Care Services	93.596	221,190
U.S. Department of Health and Human Services Pass-Through State of New Hampshire Division of Human Services Social Service Block Grant (Title XX DCYF Protective Services)	93.667	<u>64,592</u>
TOTAL FEDERAL EXPENDITURE		<u>\$ 642,918</u>

MERRIMACK VALLEY DAY CARE SERVICES
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED DECEMBER 31, 2012

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

MERRIMACK VALLEY DAY CARE SERVICES
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED DECEMBER 31, 2012

Section I – Summary of Auditor’s Results

A. Financial Statements

- | | |
|---|-------------|
| 1. Type of auditor’s report issued | Unqualified |
| 2. Internal control over financial reporting: | |
| • Material weakness(es) identified? | No |
| • Significant deficiency(s) identified that are not considered material weaknesses? | No |
| 3. Noncompliance material to financial statements noted? | No |

B. Federal Awards

- | | |
|---|-------------|
| 1. Internal control over major programs: | |
| • Material weakness(es) identified? | No |
| • Significant deficiency(s) identified that are not considered material weaknesses? | No |
| 2. Type of auditor’s report issued on compliance for major programs | Unqualified |
| 3. Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133? | No |

C. Major Programs

USDA Food and Nutrition Services CFDA # 10.558

- | | |
|--|-----------|
| D. Dollar threshold used to distinguish between Type A and Type B programs | \$300,000 |
| E. Auditee qualified as low-risk auditee? | No |

MERRIMACK VALLEY DAY CARE SERVICES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2011

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended December 31, 2012.

2013-2014 Board of Directors Merrimack Valley Day Care Service

President

Christine Dolat Bartlett, [REDACTED]

Secretary

Meredith Telus, [REDACTED]

Treasurer

Sissy Ellis, [REDACTED]

Jan Smith

Nancy Yeaton

Linda Skaggs,

Amy Goldstein,

Lisa Burton,

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

Barbara Romanos

Education

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

Professional Experience

Merrimack Valley Day Care Service August 2009- present

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

State of New Hampshire March 1989- June 2009

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

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

Experience

Preschool Teacher

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

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

Preschool Teacher/ Kindergarten Teacher

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

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

Director/ Preschool Teacher

June 01- June 08 Institute for Learning Pembroke NH

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

Preschool Teacher

June 08-June 09 Kearsarge Area Preschool Bradford NH

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

Title I Teacher / Afterschool Program Director

June 09-Current Merrimack Valley Daycare Concord NH

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

Your Name

Address, phone, fax, email

Education**Concord High School Concord NH**

Sept 92-June 95

High School Diploma

College for Lifelong Learning Concord NH

June 96-June 01

▪ Bachelor of Science Self-Design in Early Childhood Education

References

References are available on request.

Your Name

Address, phone, fax, email

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Christine Dolat Bartlett	Board President	Volunteer	0	0
Mary Jane Wallner	Executive Director	56,024	0	0
Marianne Barter	Health Coordinator	38,730	0	0
Sasha Saxon	Special Needs Coordinator	28,170	0	0
Barbara Ramanos	Title 1 tutor, teacher	16,375	57%	9226.25

Subject: Title I, Part D, Subpart I, Elementary and Secondary Education Act (ESEA) Grant

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Mount Prospect Academy		1.4 Contractor Address PO Box 58 Plymouth, NH 03264	
1.5 Contractor Phone Number (603) 536-1102	1.6 Account Number 05-95-40-404010-5830	1.7 Completion Date August 31, 2014	1.8 Price Limitation \$87,893
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Karen Langley</i>		1.12 Name and Title of Contractor Signatory <i>Karen Langley Director of Academics</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>3/12/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Rita A. Meier</i> [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace <i>Rita A. Meier</i>	
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN COONEY Associate Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosemary Heid</i> On: <i>4-2-14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

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

Cover Sheet to Title I, Part D1 Application

RECEIVED
DEC 16 2013

Name of Institution: Mount Prospect Academy

Name of Institution Contact: Karen Langley

Contact phone number: 603-536-1102

Contact email address: karen.langley@mountprospectacademy.org

Mount Prospect Academy
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2013-2014

INSTITUTION LEVEL APPLICATION

Contractor Initials

Date 3/7/14

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2013-2014 SY?	Assessments used to assess these goals? Include pre/post dates for reading and math assessments.	Who is responsible for giving and analyzing student results
<p>Academic Outcomes</p>	<p>Continue to develop a comprehensive mathematics program that will enable students to improve their basic skills as defined in the Common Core Standards</p>	<p>Students will improve their overall math skills; including remediation of skill gaps</p>	<p>NWEA Measures of Academic Progress – Math Skills: school wide in the fall (10/13, winter (1/14) and spring (5/14) Review of student work and classroom assessments (including observations). Accuass assessment through PLATO for all incoming students within the first 30 days and 30 days prior to exit</p>	<p>Karen Langley, Director of Academics</p>
<p>Reading</p>	<p>Continue to develop a balanced literacy program that will enable students to improve their reading and writing skills, to provide</p>	<p>Student will improve their total reading skills as measured by an increase in the reading score on the NWEA</p>	<p>NWEA Measures of Academic Progress – Reading Skills: school wide in the fall (10/13, winter (1/14) and spring (5/14)</p>	<p>Karen Langley, Director of Academics</p>

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

Contractor Initials *SL*

Date 3/2/14

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

Contractor Initials **KR**

Date **3/2/14**

Mount Prospect Academy
Institution Name

2. Scope of Project

A. Students to Be Served

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

Ages	Reading	Mathematics	Vocational
5 – 10 years old	0	0	0
11-15 years old	50	50	50
16-18 years old	60	60	60
19 years and older	5	5	5

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title I Teacher --focusing on remedial reading and mathematics	Bachelors Degree	\$38,000.00
1	1	Project RENEW facilitator	Bachelors degree and RENEW facilitator training	\$15,000
15	1 1 3 7 1 2	Director of Academics Dean of Students Special Education Teachers Regular Education Teachers Paraprofessionals Crisis Counselors	Certified as required by NH DOE	Contributed by MPA

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

Angelina Gannett
Name of Individual

Academic Case Manager- RENEW Facilitator
Title of Individual

Name of Individual

Title of Individual

D. Staff/ Student Ratio's:

Total students paroled T1 D support 115 divided by Total Title I Staff FTE 16 = 7 to 1

Mount Prospect Academy
Institution Name

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

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

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

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

- Adjudication – court placement
- Crimes against persons; including sexual offending, fire setting and physical aggression
- History of severe abuse/neglect, often resulting in abuse-reactive behavior
- Emotional Handicaps, Learning Disabilities
- Oppositional Defiant Disorder, Conduct Disorder, Attention Deficit Hyperactivity Disorder
- Other psychiatric disorders including anxiety, post-traumatic stress disorder, bipolar, and depression
- Self-mutilation
- History of suicide attempts/thoughts
- History of alcohol and drug abuse
- Enuresis/Encopresis
- Dysfunctional, disrupted families
- Chronic runaway
- Crimes against property including theft and vandalism

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

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

How do we measure success with our student? What are desirable outcomes? Because of the complex nature of our student population, and the multiple needs of each student, measuring success has many components. What do we need to do to return students to their families and communities so that everyone is safe, and students live productive lives? Effective treatment has to be a major emphasis at Mount Prospect Academy. Through the many strands of our program, we attempt to reach "reach" our students, to help them develop empathy, to help them recognize the triggers for their inappropriate behavior, to manage their anger, to understand and survive their family dynamics, and to help them build genuine self-esteem. For our students

who are on Individualized Education Plans, academic achievement is measured in terms of accomplishing IEP goals and objectives. The success of our non-identified students is measured in the amount of growth shown in achieving the standards set forth in the NH Curriculum Frameworks. Our academic program does not stand alone; it is part of the overall therapeutic milieu. We are also implementing administration of the NWEA three times a year to document student progress in core academic subjects. We will use this data to analyze our current teaching practices.

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

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

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

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

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

Title I will enhance and supplement the services already being provided at Mount Prospect Academy by providing intensive small group and one-on-one work that is necessary to bring students with deficits in literacy and mathematics closer to grade level.

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

The major focus of Mount Prospect Academy is to return students successfully to their homes, schools and communities. To that end, Mount Prospect employs Permanency Specialists and Permanency Coaches who provide individual and family therapy to students and their families in their home communities. Permanency Coach also coordinates appointments and provides services to assist the student and family in their home communities. The Academic Case Managers also work with the Permanency team to facilitate the transition back to the home school district. New to the program this year, one of the Academic Case Managers will be implementing a new transition service called Project RENEW. Transition planning will begin the day a student enters the program. A Title I teacher would provide a service to the youth we serve that none of the individuals listed above are able to provide.

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

New to the program this year, one of the Academic Case Managers will be implementing a new transition service called Project RENEW. Transition planning will begin the day a student enters the program. Mount Prospect Academy's comprehensive program, including transition, vocational planning, career counseling etc. is a primary focus at Mount Prospect Academy. The focus for our older students will be to increase the number of credits they have earned so they are closer to obtaining their high school diploma and exploring career options by participating in the web-based career exploration program. Dave Ramsey's Personal Finance Program is also implemented in several areas of programming at Mount Prospect Academy.

F. Transition Services:

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

Thirty percent of one of the Academic Case Manager salary will be put aside to implement the RENEW transitional process. She has already attended her initial training and in the process of becoming a certified facilitator for this process. The amount that will be set aside is \$15,122.00

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

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

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

Outcomes from this process:

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

Mount Prospect Academy
Institution Name

G. Professional Development:

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

The primary focus of all of our professional development for the 2013-2014 academic year is improved student learning and engagement. Mount Prospect Academy faculty has requested assistance with developing unit plans that concentrate on key concepts and integrate literacy into their content areas. Over the past few years, Mount Prospect Academy has been able to contract with a consultant who has provided on-site professional development to our teachers. The teachers view on-site support as convenient and efficient. Teachers report that they have used previous in-service suggestions regularly to create lesson plans and help individual students; and that they feel the same would occur with information learned concerning reading and writing.

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

Reading Specialists Susan Gazda and Sarah Caron will provide one day of training with the entire academic faculty that will focus around literacy in the classroom and improved outcomes for all students. One will present on January 20, 2014 and the other will be on December 9, 2013. Carol Kosnitsky will spend a professional development day discussing Universal Design for Learning (UDL). We are still in the process of securing a date for her to come this year and finalizing all of the details. This opportunity could occur during the summer months if she is not available during the school year.

H. Coordination:

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

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

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

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

The Department of Education is supporting learning through participation in extended learning opportunities (ELO's). Fred Bramante, a supporter of ELO's was our guest speaker at graduation last year. Our students thrive in their participation in our vocational programs. Out

JTOTC and Fire Safety programs have been new additions to the vocational opportunities that are offered to the students. The students are able to earn academic credit by demonstrating they have met the competencies for the regular education courses through their participation in the extended learning opportunities.

<p>Equipment</p> <p><i>Attach a justification for each item to be purchased.</i></p>		
<p>Professional Development Activities</p>	<p>Carol Kosnitsky- UDL- \$5,000 Sarah Caron- Literacy-\$1500 Susan Gazda- Literacy-\$1500</p>	<p>\$8,000</p>
<p>Travel</p> <p><i>Summarize activities including the number of days, people involved and associated costs.</i></p>	<p>College Campus Tours 4 students and one adult will tour four different colleges two different times throughout the year. They will visit UNH, NHTI, Colby-Sawyer and SNHU. Travel and lunch are included in the anticipated cost.</p> <p>Education Days at Fisher Cats and Monarchs 8 students and 2 adults will attend at least one of each. The anticipated cost includes travel and admission</p> <p>Job Corps Tours Fort Devens, MA -3 trips Vergennes, VT – 2 trips 4 students and one adult on each trip. The cost includes for all 5 trips. Fort Devens is 660 miles and Vergennes is 500 miles per trip.</p> <p>Fundraiser for Lynn Shelter at the Blue Room in Cambridge, MA 3 students and one adult volunteer to help serve at this annual fundraiser. Travel is 220 miles.</p>	<p>\$1150.00</p> <p>\$400.00</p> <p>\$1500.00</p> <p>\$120.00</p>
<p>Administration</p>		
<p>Total Costs</p>		<p>\$87,893</p>

Title I Professional Development & Contracted Services Justification Form

Mount Prospect

Prospect

1. **Category of Title I Funds:**

- Title I Part A Title I School In Need of Improvement (SINI)
- Title I District in Need of Improvement (DINI) Title I Part D, Subpart 2

2. **Description of Activity:** Professional Development Consults

3. **Describe how this request is connected to the specific goals of each funding source:**

(Title I Part A – educationally disadvantaged student focused) (SINI & DINI Plans) (Part D – neglected, delinquent and at-risk students). This money will be used to assist faculty in learning various techniques that will engage our student and increase their reading and math abilities. Two of the presenters will focus on reading specifically and the third will focus on teaching our team how to engage students in their learning.

4. **Name of Contractor:** Susan Gazda, Sarah Caron, Carol Kosnitsky

5. **Qualifications of Contractor:** *(Attach a resume in lieu of a narrative):* Susan Gazda is a Reading Specialist, Sarah Caron is also a Reading Specialist and Carol Kosnitsky is a retired Special Education Administrator who is now consulting with school districts to improve student outcomes.

identify

6. **Budget:** *(Include costs such as staff compensation, materials, contracted services and other related costs).* \$8,000.00

7. **Beginning Date:** 1/1/14

Ending Date: 9/30/14

8. **Services to be Provided:** *(Include a description of the services to be provided. Identify any anticipated products that will be developed as a result of the services.)* One of the goals at Mount Prospect Academy is to increase literacy for all students. Sarah and Susan will focus on increasing literacy in the classroom setting and also do trainings for the Title I teacher and Academic Case Managers on specific materials and strategies to increase students reading abilities. Carol will focus on engaging students in their learning by taking a look at the Common Core Standards, looking at ways to better assess student learning by having the students demonstrate their learning through projects and improved test scores.

9. **Participants:** Title I teacher, Academic Case Managers, Regular Classroom teachers

10. **Evaluation Process:** *(Describe how you will evaluate that services have been delivered successfully.)*
Students will demonstrate an increase in their math, reading and language uses scores on the NWEA tests. Students will demonstrate understanding of their learning through project-based assessments and formal written assignments. Teachers will reflect on their learning and include it in their professional development portfolios.

Mount Prospect Academy--

1. Title I supplements instruction and equipment that is supplied to all students. Title I equipment should be used for Title I support, not general classroom use. If only 1 FTE person is paid with Title I funds--they usually work with small groups of 1,2,3 or 4 students--not 10 at a time. Title I only adds to the educational program. Most of my questions and clarifications come from that point. Last year when we did the conference call--that was the main message we emphasized.

The one FTE person works with students 1:1 or in small groups, usually no more than 4 students at a time. This is supplemental instruction to either an individual or small group.

2. Mount Prospect Academy--Staff paid with Title I part D1 funds--1 FTE for reading teacher, RENEW facilitator for only \$15,000 .3 FTE--not 1 FTE--please revise. All other staff, not paid with Title I funds, should not be listed under 2.B as staff to be paid with Title I funds. Staff/student ratio 115 divided by 1.3 Title I staff--not 16--equals 38--too high. If the school decided on the RENEW program and has one staff already paid to do it--why is Title I paying for a facilitator--the facilitator is supplementary and can work only with Title I students--really shouldn't be supervising regular paid staff working with all students. I might not understand the program and set-up.

The program does not currently have a faculty person facilitating the RENEW program. With the supplemental funding, .3 FTE would be providing this service as part of the transitional services we would offer to students who qualified for them. The Title I teacher works with 15-20 students a day. We are a year round program so it is feasible that the 1.3 FTE could work with 88 students a year. We work with 175-200 students in one year's time and the .3 FTE RENEW facilitator will only work with part of the student population. This is why it is not a fully funded FTE position. It is our hope that this process is very effective with the most needy Title I students.

3. Title I supplements Program Development (PD)--does not supply all of it. If consultants hired in previous years, that same funding should continue not Title I. Complete PD Justification form for each PD activity (use form provided)--Title I should supplement PD by providing additional strategies for the students served by the Title I teacher, not necessarily provide general classroom PD for all teachers. All PD must have prior approval and cannot be back dated. PD scheduled for December 9th should be paid out of other funds.

****See attached form

4. What is the RENEW Program and how will the Title I portion work?

RENEW (Rehabilitation for Empowerment, Natural Supports, Education and Work) is a structured school-to-career transition planning and individualized wraparound process for youth with emotional and behavioral challenges. The model focuses on supporting each youth to design and pursue a plan for the transition from school to adult life. RENEW has substantially increased the high school completion, employment, and post-secondary education participation rates among our most vulnerable youth.

Outcomes from this process:

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

The Title I portion will provide this school-to-career transition planning to some of the Title I students we work with. It is an effort to strengthening our transition process and some of the students we work with have significant barriers to overcome. The student is actively involved in the entire process.

5. What is the role of the Title I teacher that would "provide a service to the youth we serve that none of the individuals listed above are able to provide"? There are no attached job descriptions.

The Title I teacher offers individual instruction to students as needed. The Title I teacher also provides small group instruction if the situation should arise where the teacher can facilitate the process. This may be 3-4 students who are struggling with a particular assignment because the new vocabulary is creating a barrier to their learning. The Title I teacher will work with the small group to learn and better understand the vocabulary in the context. This type of intervention also occurs when the teacher is working with just one student also.

6. How will the academic case manager—paid .3 FTE with Title I funds—be different from the Transition Facilitator who will implement RENEW. If RENEW is for all students—how is it supplementary with Title I funds? It says Title I "will enhance and supplement the services already provided at Mount Prospect by providing intensive small group and on-on-one work that is necessary to bring students with deficits in literacy and mathematics closer to grade level". This application is just for the Title I Program.

One of the three academic case managers will have, as part of her job, to facilitate the RENEW Program. This individual will select certain students to facilitate this process. Not all students will have access to this program at

this time. It is our hope that it does prove to be an effective program that is met with a high level of success and then we can expand it to be able to work with all students using this process. Unlike the Title I teacher, the RENEW facilitator will improve the transition process beginning with working with only a handful of students. It makes sense to use an individual who is currently working with the students to implement this program. The Title I teacher's focus is to enhance and supplement the services already provided at Mount Prospect by providing intensive small group and on-on-one work that is necessary to bring students with deficits in literacy and mathematics closer to grade level.

Again, all field trips must be linked to academics.

Carol Kosnitsky- Her focus is on how to provide instruction in the classroom to ensure that ALL students are understanding the content.

The grant was written to have her come 3 times this year. She would focus on instruction and assessment in the regular classroom setting so ALL students make progress.

Sarah Caron and Susan Gazda- both of these presenters are Reading Specialist. It is the hope that they can provide information to the ACM and Title I teacher on specific instructional strategies and assessment to assist the Title I student in improving their abilities. They will also both present to the entire academic department with the focus on how to include all students in the general curriculum and improve their literacy skills. This is a major focus in the common core standards and all teachers need to know how to improve literacy skills. This is especially important to the Title I students so they can increase their skills.

Karen Langley, M.Ed
Director of Academics
Mount Prospect Academy
PO Box 58
Plymouth, NH 03264
Phone: 603-536-1102 ext. 1130
Cell: 603-217-7591



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESEA.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

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



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

16. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name:

3-7-14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

3-7-14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academic



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

3-7-14
Date

Karen Landley
Name: Karen Landley
Title: Director of Academics



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 Name:

3-7-14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name

3-7-14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1 For the proper management and administration of the Business Associate;
 - 2.2 As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3 For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. **Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.**
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
3. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

New Hampshire Department of Health and Human Services
Exhibit I



Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name:

3/17/14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

State Agency Name:

3/27/14
Date

NH DHHS
Mary Ann Cobry
Name: Mary Ann Cobry
Title: Associate Commissioner



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

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

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

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

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

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

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

Contractor Name:

3-7-14
Date

Karen Langley
Name: Karen Langley
Title: Director of Academics

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of March A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3/5/14:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12th day of March, 2014.
(Date Contract Signed)

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

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 26th day of March, 2014.

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

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2/9/15

RITA A. MEIER, Notary Public
My Commission Expires February 9, 2015



CERTIFICATE OF LIABILITY INSURANCE

BECKE-3

OP ID: JZ

DATE (MM/DD/YYYY)

03/06/2014

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

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

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Justin C. Barwood	Phone: 802-295-3329 Fax: 802-296-6126	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Becket Family of Services dba Becket Academy Mount Prospect Academy Inc. PO Box 325 Orford, NH 03777	INSURER A: Philadelphia Insurance Company		
	INSURER B: Maine Employers Mutual		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1046034	07/07/2013	07/07/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> molest/prof 1/3						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 3,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK1046034	07/07/2013	07/07/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	PHUB427923	07/07/2013	07/07/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5101800529	07/07/2013	07/07/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			PHPK1046034	07/07/2013	07/07/2014	Bikt Bldg 14,097,387
							Bikt BPP 2,296,500

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

Workers Compensation Statutory Coverage applies in ME, NH & VT. No excluded officers.

CERTIFICATE HOLDER**CANCELLATION**

NHDIVIS NH Division for Children, Youth and Families 97 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Justin C. Barwood <i>JCB</i>
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Becket Family of Services

Youth Driven • Family Centered • Community Focused

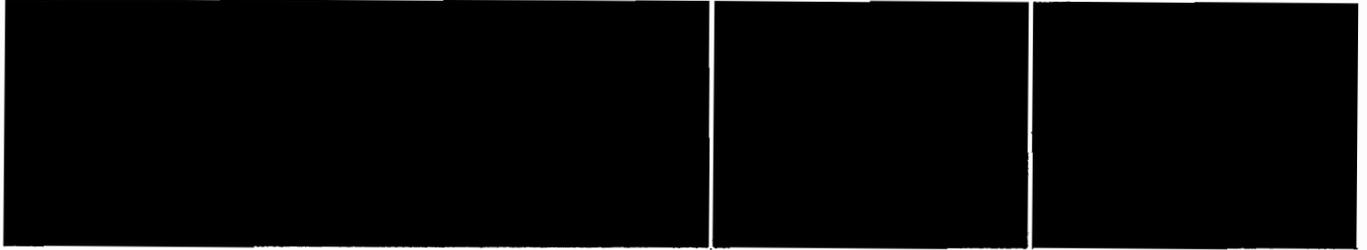
MOUNT PROSPECT ACADEMY

PO Box 58
354 Main Street
Plymouth, NH 03264
603-536-1102
Fax: 603-536-3074

The Becket Family of Services provides an array of youth and family driven solutions, including home based treatment, family support, mentoring, residential respite, targeted case management, academic support, family therapy, and other therapeutic interventions. Becket is a proud supporter of the **Building Bridges Initiative** and is guided by the **Joint Resolution to Advance a Statement of Shared Core Principles**, with a goal to “advance partnerships among residential and community based service providers, youth and families to improve lives.”

Becket provides culturally sensitive, therapeutic services that are the linchpin for ongoing collaboration between the most important stakeholders in a child’s life, ensuring that each child has the support necessary to overcome challenges and move forward. Drawing upon nearly 50 years of organizational history, our experienced and innovative leadership team begins by creating a comprehensive, individualized plan for each client that focuses not only on the care we provide but also on the transitions that occur during and following their experiences with Becket.

Regardless of where and how youth and families are served, we believe planning must focus on supporting permanent and sustainable residence at home and in the individual’s community. Permanent solutions come as the result of dynamic and faithfully executed plans that address all aspects of a client’s life, including intellectual development, mental health, physical health, family dynamics, and leisure time. Plans are evidence based, family driven and youth guided.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2012

With Independent Auditors' Report





INDEPENDENT AUDITORS' REPORT

Boards of Trustees
Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated statement of financial position of Becket Academy, Inc. and Affiliates (the Organization) as of June 30, 2012, and the related consolidated statements of activities and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Becket Academy, Inc. and Affiliates as of June 30, 2012, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Our audit was made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The information included in the accompanying consolidating schedules is presented for purposes of additional analysis and is not a required part of the basic 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 basic consolidated financial statements. The information has been subjected to the audit procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic consolidated financial statements or the basic consolidated financial statements themselves, and other procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.

Berry, Dunn, McNeil & Parker

Manchester, New Hampshire
January 16, 2013

BECKET ACADEMY, INC. AND AFFILIATES
Consolidated Statement of Financial Position

June 30, 2012

ASSETS

Current assets	
Cash and cash equivalents	\$ 1,979,428
Assets whose use is limited	343,879
Tuition and fees receivable, net of allowance for doubtful accounts of \$157,500	2,482,677
Current portion of note receivable	20,000
Current portion of pledge receivable	166,500
Prepaid expenses	<u>148,808</u>
Total current assets	<u>5,141,292</u>
Property, plant and equipment	
Land and land improvements	2,519,062
Buildings and building improvements	10,756,524
Leasehold improvements	759,172
Vehicles and equipment	1,787,729
Furniture and equipment	1,320,125
Construction-in-progress	<u>159,848</u>
	17,302,460
Less accumulated depreciation	<u>7,339,117</u>
Net property, plant and equipment	<u>9,963,343</u>
Other assets	
Replacement reserves	39,959
Deferred costs, net of accumulated amortization of \$82,059	112,189
Note receivable, net of current portion	<u>60,000</u>
Total other assets	<u>212,148</u>
Total assets	<u>\$15,316,783</u>

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

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 594,000
Accounts payable	517,595
Accrued expenses	903,847
Prepaid tuition	163,035
Estimated third-party payor settlements	<u>221,402</u>
Total current liabilities	2,399,879
Long-term liabilities	
Long-term debt, excluding current portion	<u>6,235,380</u>
Total liabilities	<u>8,635,259</u>
Commitments and contingencies (Note 4 and 5)	
Net assets	
Unrestricted	6,506,908
Temporarily restricted	<u>174,616</u>
Total net assets	<u>6,681,524</u>
Total liabilities and net assets	<u>\$15,316,783</u>

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Activities

Year Ended June 30, 2012

Changes in unrestricted net assets	
Revenue and support	
Tuition, room and board, and other support	\$27,740,087
State nutrition program	178,779
Contributions	5,140
Grant revenue	20,067
Other revenue	334,130
Net assets released from restrictions	<u>422,397</u>
Total revenue and support	<u>28,700,600</u>
Operating expenses	
Program expenses	
Education and home life	22,183,678
Supporting expenses	
General administration	<u>5,163,802</u>
Total operating expenses	<u>27,347,480</u>
Non-operating revenue (expense)	
Interest income	106
Loss on sale of investments	(7,063)
Gain on sale of equipment	<u>1,635</u>
Net non-operating expense	<u>(5,322)</u>
Change in unrestricted net assets	<u>1,347,798</u>
Changes in temporarily restricted net assets	
Net assets released from restrictions	<u>(422,397)</u>
Change in temporarily restricted net assets	<u>(422,397)</u>
Total change in net assets	925,401
Net assets, beginning of year	<u>5,756,123</u>
Net assets, end of year	<u>\$ 6,681,524</u>

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

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Cash Flows

Year Ended June 30, 2012

Cash flows from operating activities	
Change in net assets	\$ 925,401
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,239,837
Gain on sale of equipment	(1,635)
Change in allowance for doubtful accounts	(155,500)
Decrease (increase) in	
Assets whose use is limited	(71,259)
Tuition and fees receivable	392,770
Grant receivable	121,500
Pledge receivable	166,500
Prepaid expenses	(104,363)
Increase (decrease) in	
Accounts payable	90,475
Accrued expenses	(544,825)
Prepaid tuition	(11,340)
Estimated third-party payor settlements	(103,846)
Net cash provided by operating activities	<u>1,943,715</u>
Cash flows from investing activities	
Increase in replacement reserve	(4,922)
Note receivable advances	(80,000)
Purchase of property and equipment	(783,172)
Net cash used by investing activities	<u>(868,094)</u>
Cash flows from financing activities	
Principal payments on long-term borrowings	(719,839)
Addition of deferred financing costs	(3,941)
Net cash used by financing activities	<u>(723,780)</u>
Net increase in cash and cash equivalents	351,841
Cash and cash equivalents, beginning of year	<u>1,627,587</u>
Cash and cash equivalents, end of year	<u>\$ 1,979,428</u>
<u>Supplemental disclosures</u>	
Noncash transactions:	
Acquisition of vehicles with issuance of long-term debt	<u>\$ 776,235</u>

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

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Nature of Business

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

Becket Academy, Inc. (Becket) is a not for profit corporation incorporated under provisions of the laws of the State of Maine. Becket, licensed by the State of Maine, provides residential childcare and related services in the State of Maine, and conducts specialized day treatment educational programs known as Central Maine Learning Center and Androscoggin Learning and Transition Center. Becket's residential locations are in Belgrade, Norridgewock, Litchfield, Auburn and Gorham, Maine. Effective January 1, 2011, Becket expanded its services in the area of outpatient and community support services to families through the acquisition of Connections for Kids (CFK), a not for profit corporation, which provides services to children to help them reach their individual potentials. CFK is incorporated under provisions of the laws of the State of Maine. While Becket retains certain licenses to provide community based care, it is contemplated that virtually all community based services will be rendered through CFK with Becket maintaining a residential and academic service focus.

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

During the course of the year ended June 30, 2011, Becket caused a new entity known as the Upper Valley Stewardship Center (UVSC) to be formed. UVSC is a not for profit corporation incorporated under provisions of the laws of the State of Maine. During the year ended June 30, 2012, assets not deemed essential to the operation of the business known as The Oliverian School were transferred to UVSC pursuant to a plan approved by the respective Boards of Oliverian and Becket. Commencing July 1, 2011, UVSC assumed operational responsibility for East Haverhill Academy and all remnant program operations that are not part of the business known as The Oliverian School. In 2012, UVSC expanded its programming to include Mountain Valley Treatment Center. The center provides residential treatment for adolescents struggling with anxiety disorders.

The Oliverian Land & Cattle Co., LLC (OLCC) is a for profit limited liability company (LLC) whose sole member is Becket and is reflected as a subsidiary of Becket in these consolidated financial statements. OLCC was established to hold and develop real estate and/or undertake related agricultural tasks and management. However, as of June 30, 2012, OLCC only held real estate.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Mount Prospect Academy, Inc. (MPA) is a not for profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire of which Oliverian was the sole member through June 15, 2007. During 2008, MPA formed its own board of trustees completely separate from the Board which governs Oliverian and Becket. Despite the division of control among these entities they continue to be economically reliant on each other. MPA is licensed by the State of New Hampshire and operates schools in Plymouth (Mount Prospect Academy), Campton (Becket House at Campton), Rumney (Becket House at Rumney), and Warren (Becket House at Warren), New Hampshire. MPA also provides comprehensive in home and community support under the name Project Connect and home based therapy under the name Solid Foundations. These services are provided exclusively to clients of the state of New Hampshire Department of Health and Human Services.

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

In 2012, Oliverian sold an easement to the United States Government to preserve wetlands on its property for approximately \$92,000.

1. Summary of Significant Accounting Policies

Basis of Presentation

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

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

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions. At June 30, 2012, temporarily restricted net assets consisted of restricted contributions to Oliverian to be used for operations and marketing materials.

Permanently Restricted Net Assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. At June 30, 2012, the Organization did not have any permanently restricted net assets.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Principles of Consolidation

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

Use of Estimates

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

Cash and Cash Equivalents

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

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

Assets Whose Use is Limited

Assets whose use is limited consists of donor restricted cash and cash equivalents.

Tuition and Fees Receivable

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

Property, Plant and Equipment

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

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

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

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

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

Replacement Reserves

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

Deferred Costs

In connection with obtaining certain debt financing, the Organization incurred various costs which have been deferred and are being charged to expense using the straight-line method over the lives of the loans, which mature at various dates through April 2032 (see Note 3). Total amortization was \$9,671 for the year ended June 30, 2012.

Note Receivable

Note receivable consist of a loan to an employee of Becket bearing interest of 5% annually. The note requires payment of \$20,000, plus accrued interest, on October 31, annually through 2015, however, to the condition that if the employee shall remain in the employment of Becket or MPA on the day such payments are due, such amounts shall be forgiven in their entirety.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

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

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

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

Contributions

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

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

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

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Income Taxes

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

OLCC is a single member LLC that is a disregarded entity for purposes of filing federal and state income taxes. For the year ended June 30, 2012, no tax provision was necessary for the activities of OLCC.

Allocation of Costs

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

Advertising

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$129,622 for the year ended June 30, 2012.

2. Significant Concentration and Estimated Third-Party Payor Settlements

Approximately 9% of the revenue recorded during 2012 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 13% of the revenue recorded during 2012 was from the Department of Education and various school districts.

Approximately 28% of the revenue recorded during 2012 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under this program, the provider is reimbursed for the care of qualified residents at specified interim rates during the year. Differences between these interim contractual rates and the "cost" of this care, as defined by the Principles of Reimbursement (the Principles) governing the respective programs, are determined and settled on a retroactive basis. Laws and regulations governing the MaineCare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

DHHS is currently auditing the fiscal year 2010 and 2011 cost reports for the Becket House at Litchfield (the only Maine residential facility subject to this process). While this process clearly applies to certain young adult residents who were funded under a certain Appendix of MaineCare, Becket's initial cost reporting assumed this process did not apply to other resident revenue relating to clients who were paid under a different Appendix using standardized rates. In Becket's opinion, this revenue is not subject to the cost report reconciliation process. On a preliminary basis, State personnel have expressed a differing opinion which could result, if Becket is unable to convince MaineCare through informal or formal proceedings otherwise, in a liability to Maine of approximately \$176,000 for 2010. Any additional liability for 2011 has not yet been determined. This matter has been reviewed by counsel who believes Becket's legal position is strong.

The consolidated financial statements reflect estimated settlements due under this program. Although management expects to receive the estimated amounts, different interpretations of the governing Principles by regulatory authorities could result in subsequent adjustments. Settlements do not become final until cost reports are audited and approved by DHHS. Differences between estimated and actual settlements are recorded as contractual adjustments in the year of final determination. Net resident service revenue decreased approximately \$10,500 in 2012 due to an increase in estimated third-party payor settlements included in tuition, room and board, and other support in the consolidated statement of activities.

The cost reports for 2010 and 2011 have not reached final settlement, nor have the Becket House at Litchfield 2008 and 2009 cost reports. The estimated balance due to Maine was \$221,402 as of June 30, 2012. As of January 16, 2013, these amounts have not increased or decreased. Of this amount, only \$145,767 has been audited and is subject to potential repayment as of January 16, 2013. All other estimated amounts due have not yet been cost settled.

Following is a summary of net Maine revenue for the year ended June 30, 2012:

Tuition, room and board, and other fees	\$ 9,606,243
Provision for contractual adjustments under third-party reimbursement programs	<u>(10,576)</u>
Net Maine revenue	<u>\$ 9,595,667</u>

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

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

3. Line of Credit

The Organization has a short term line of credit with TD Bank totaling \$50,000, requiring annual paydown. There was no balance outstanding as of June 30, 2012. The interest rate was 2.75% at June 30, 2012. The line of credit is collateralized by a security interest in all assets of CFK.

4. Long-term Debt

Long-term debt consists of the following:

The Oliverian School, Inc.

Note payable to Mascoma Savings Bank, due in monthly installments of \$9,322, including interest at the five-year *Federal Home Loan Boston Classic Advance* rate plus 2.5% (5.625% at June 30, 2012 to reset during 2012), through November 2022; collateralized by certain real estate of Oliverian

\$ 864,424

Note payable to Mascoma Savings Bank, due in monthly installments of \$8,215, including interest at the five-year *Federal Home Loan Boston Classic Advance* rate plus 2.5% (6.875% at June 30, 2012 to reset during 2014), through July 2024; collateralized by certain real estate of Oliverian

794,531

Note payable to Mascoma Savings Bank, due in monthly installments of \$7,697, including interest at the three-year *Federal Home Loan Boston Classic Advance* rate plus 2.5% (4.625% at June 30, 2012), through April 2014; collateralized by real estate and equipment

152,801

Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from \$422 to \$605, totaling \$1,475. Interest rates range from 7.74% to 12.94%. Maturities range from January 2014 through July 2014. The notes are collateralized by vehicles

29,250

Total The Oliverian School, Inc.

1,841,006

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Becket Academy, Inc.

Note payable to Maine State Housing Authority, due in monthly installments of \$2,661, including interest at 7%, through April 2032; collateralized by land, buildings and equipment at Litchfield, Maine	\$ 329,434
Note payable to Maine State Housing Authority, due in monthly installments of \$2,565, including interest at 7%, through March 2031; collateralized by land, buildings and equipment at Norridgewock, Maine	332,998
Note payable to Coastal Enterprises, Inc., due in monthly installments of \$2,440, including interest at 8.0%, through March 2015; collateralized by certain real estate of Becket and guaranteed by Oliverian	182,970
Note payable to Coastal Enterprises, Inc., due in monthly installments of \$891, including interest at 8.5%, through February 2020; collateralized by certain real estate of Becket and guaranteed by Oliverian	61,043
Note payable to Coastal Enterprises, Inc., due in monthly installments of \$2,158, including interest at 7.0%, through December 2018; collateralized by certain real estate of Becket	185,000
Note payable to Lake Sunapee Bank, due in monthly installments of \$807, including interest at 4.5%, through February 2032; collateralized by certain real estate of Becket	125,845
Note payable to Key Bank, due in monthly installments of \$2,254, including interest at 7.25%, through October 2020, at which time the remaining balance is due in full; collateralized by substantially all assets of Becket and guaranteed by Oliverian	165,953
Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from \$270 to \$639, totaling \$6,311. Interest rates range from 0% to 8.99%. Maturities range from November 2013 through May 2017. The notes are collateralized by vehicles	<u>278,777</u>
Total Becket Academy, Inc.	<u>1,662,020</u>

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Mount Prospect Academy, Inc.

Note payable to Meredith Village Savings Bank, due in monthly installments of \$3,772, including interest at 6.25%, through May 2017, at which time the outstanding principal balance of approximately \$194,000 is due in full. The note is collateralized by real estate in Plymouth, New Hampshire and guaranteed by Oliverian \$ 332,757

Note payable to Meredith Village Savings Bank, due in monthly installments of \$6,294, including interest adjusted annually in April to the Wall Street Journal's prime rate plus 1% (4.25% at June 30, 2012), through April 2028; collateralized by real estate in Plymouth, New Hampshire 869,038

Note payable to Meredith Village Savings Bank, due in monthly installments of \$5,392, including interest adjusted annually in April to the Wall Street Journal's prime rate plus 1% (4.25% at June 30, 2012), through April 2028; collateralized by real estate in Plymouth, New Hampshire 781,861

Note payable to Meredith Village Savings Bank, due in monthly installments of \$2,827, including interest adjusted annually in April to the Wall Street Journal's prime rate plus 1% (4.25% at June 30, 2012), through April 2028; collateralized by real estate in Haverhill, New Hampshire 320,390

Note payable to Community Guarantee Savings Bank, due in monthly installments of \$1,617, including interest at 6.50%, through December 2023; collateralized by real estate associated with the debt 156,102

Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$180 to \$748, totaling \$8,533. Interest rates range from 0% to 11.98%. Maturities range from January 2014 through October 2017. The notes are collateralized by vehicles and equipment 355,202

Total Mount Prospect Academy, Inc. 2,815,350

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Connections for Kids

Note payable to Maine State Housing Authority, due in monthly installments of \$2,724, including interest at 7%, through December 2031; collateralized by building in Gorham, Maine

\$ 347,220

Non-interest bearing forgivable mortgage note to Maine State Housing Authority, repayment of note will automatically be forgiven December 2031 conditional to CFK remaining in compliance with all provisions of its note payable agreement above and conditional upon CFK continuing to operate the property under its original stated purpose. This mortgage is collateralized by the building located in Gorham, Maine

100,000

Total Connections for Kids

447,220

Upper Valley Stewardship Center

Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$362 to \$916, totaling \$2,467. Interest rates range from 0% to 11.99%. Maturities range from December 2012 through June 2017. The notes are collateralized by vehicles and equipment

63,784

Total Upper Valley Stewardship Center

63,784

Less current portion

6,829,380
594,000

Long-term debt, excluding current portion

\$ 6,235,380

Maturities of long-term debt are as follows:

2013	\$ 594,000
2014	602,000
2015	657,000
2016	472,000
2017	621,000
Thereafter	<u>3,883,380</u>
	<u>\$ 6,829,380</u>

Interest expense was \$396,731 in 2012. Cash paid for interest approximates interest expense for the year ended June 30, 2012.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

5. Commitments and Contingencies

Operating Leases

The Organization lease facilities from various parties, including, in some cases, related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to the Organization's President. For the year ended June 30, 2012, total rent for all leases was \$649,631. Total rent paid to related parties was \$439,042 for the year ended June 30, 2012.

Future minimum lease payments for all non-cancelable leases having a lease term in excess of one year at June 30, 2012 are as follows:

2013	\$ 384,128
2014	185,073
2015	143,817
2016	131,817
2017	<u>50,004</u>
Total	\$ <u>894,839</u>

Litigation

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

6. Defined Contribution Retirement Plans

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

Employer contributions for 2012 were as follows:

Oliverian	\$ 21,541
Becket	72,142
MPA	56,089
CFK	9,893
UVSC	<u>13,998</u>
Total	\$ <u>173,663</u>

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

7. Service Provider Tax

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

Total SPT expense was \$197,200 for the year ended June 30, 2012.

8. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. generally accepted accounting principles, management has considered transactions or events occurring through January 16, 2013, which is the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

Subsequent to year end, UVSC issued a note receivable of \$100,000 to an employee. Seventy-five percent of the note balance will amortize over five years at 4% interest. The balance will be paid as a balloon payment in 2017.

Subsequent to year end, Becket refinanced certain loans referenced in Note 3. Specifically, the three notes payable to Coastal Enterprises and the note payable to Key Bank identified in note 3 under Becket Academy, Inc. were refinanced into a new note payable to Key Bank. The refinanced note is due in monthly installments of \$3,608.39, including interest of 3.99% through October 19, 2017, at which time the remaining balance is due in full; collateralized by certain real estate of Becket Academy in Belgrade, Maine and additional security.

Subsequent to year end, Becket and CFK entered into line of credit agreements with Key Bank under which Key Bank agrees to advance up to \$250,000 to Becket and \$50,000 to CFK upon request. Monies advanced accrue interest at the rate of 4.25%. No funds have been advanced under either of the lines of credit.

Subsequent to year end, Becket has entered into purchase and sale agreements to purchase premises at 95 Southwick Street, Fitchburg, MA and 234 Baldwinville State Road, Winchendon, MA. The purchase prices for those premises, which will be used as group home for young adults with mental health support needs, are \$290,000 and \$265,000, respectively. Becket has received commitment letters from United Bank to finance purchase of these premises at the respective amounts; \$232,000 and \$212,000. The initial interest rates on said loans will be 4.25% based on a 20 year amortization and 10 year term. The transactions are expected to close during the month of January, 2013.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2012

Subsequent to year end, MPA has entered into discussions with the State of Vermont and others, including current owners, to transition control of the Bennington School, Inc., a residential treatment program in Bennington, Vermont. MPA has caused a new Vermont nonprofit corporation with an independent Board called Vermont Permanency Initiative, Inc. to be established. It continues to negotiate through this entity, but no formal agreement has yet been reached with respect to the terms of this transition. If completed, it is expected that there will be sufficient basis to require consolidation of the Vermont Permanency Initiative, Inc. financial statements with those of the broader Becket Family of Services consolidated group.

Subsequent to year end, Becket has initiated a new relationship with the State of Massachusetts Department of Mental Health and Department of Development Services to provide services to young adults in need of group home level mental health support. Under the trade name of Becket Adult Services this program has been initiated with the opening of the Becket House at Winchendon in October. The Winchendon facility has an annual budget of approximately \$850,000 and is fully occupied. Efforts to develop additional facilities, including the facilities referenced above, are ongoing.

SUPPLEMENTARY INFORMATION

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Financial Position

June 30, 2012

ASSETS

	Becket Academy, Inc.	The Oliverian School, Inc.	Mount Prospect Academy, Inc.	Connections for Kids	Upper Valley Stewardship Center	Total	Intercompany Eliminations	Consolidated Total
Current assets								
Cash and cash equivalents	\$ 1,164,715	\$ 265,116	\$ 353,257	\$ 158,773	\$ 37,567	\$ 1,979,428	\$ -	\$ 1,979,428
Assets whose use is limited	-	343,879	-	-	-	343,879	-	343,879
Tuition and fees receivable, net	858,018	704,838	1,288,761	113,440	139,227	3,104,284	(621,607)	2,482,677
Note receivable	20,000	-	-	-	-	20,000	-	20,000
Current portion of pledge receivable	-	166,500	-	-	-	166,500	-	166,500
Prepaid expenses	78,839	20,613	13,871	19,535	15,950	148,808	-	148,808
Due from related parties	1,578,025	86,362	138,846	-	397,604	2,200,837	(2,200,837)	-
Total current assets	3,899,597	1,587,308	1,794,735	291,748	590,348	7,963,736	(2,822,444)	5,141,292
Property, plant and equipment								
Land and land improvements	182,049	1,286,466	554,874	20,578	475,095	2,519,062	-	2,519,062
Buildings and building improvements	2,534,101	3,841,075	2,958,162	453,964	969,222	10,756,524	-	10,756,524
Leasehold improvements	220,212	49,198	412,109	-	77,653	759,172	-	759,172
Vehicles and equipment	660,955	176,893	744,452	12,784	192,645	1,787,729	-	1,787,729
Furniture and equipment	342,227	385,204	313,675	17,032	261,987	1,320,125	-	1,320,125
Construction-in-progress	-	17,524	81,536	-	60,788	159,848	-	159,848
Less accumulated depreciation	3,939,544	5,756,360	5,064,808	504,358	2,037,390	17,302,460	-	17,302,460
	1,868,474	2,653,055	1,829,327	135,451	852,810	7,339,117	-	7,339,117
Net property, plant and equipment	2,071,070	3,103,305	3,235,481	368,907	1,184,580	9,963,343	-	9,963,343
Other assets								
Replacement reserves	23,732	-	-	16,227	-	39,959	-	39,959
Deferred costs, net	13,958	39,159	49,335	-	9,737	112,189	-	112,189
Note receivable, net of current portion	60,000	-	-	-	-	60,000	-	60,000
Total other assets	97,690	39,159	49,335	16,227	9,737	212,148	-	212,148
Total assets	5,868,357	4,729,772	5,079,551	676,882	1,784,665	18,139,227	(2,822,444)	15,316,783

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Financial Position

June 30, 2012

LIABILITIES AND NET ASSETS (DEFICIT)

	Becket Academy, Inc.	The Oliverian School, Inc.	Mount Prospect Academy, Inc.	Connections for Kids	Upper Valley Stewardship Center	Total	Intercompany Eliminations	Consolidated Total
Current liabilities								
Current portion of long-term debt	\$ 138,000	\$ 210,000	\$ 215,000	\$ 9,000	\$ 22,000	\$ 594,000	\$ -	\$ 594,000
Accounts payable	437,668	222,975	289,449	4,611	184,499	1,139,202	(621,607)	517,595
Accrued expenses	304,478	57,377	342,787	154,200	45,005	903,847	-	903,847
Prepaid tuition	-	119,995	-	-	43,040	163,035	-	163,035
Estimated third-party payor settlements	221,402	-	-	-	-	221,402	-	221,402
Due to related parties	-	822,509	465,982	252,666	659,680	2,200,837	(2,200,837)	-
Total current liabilities	1,101,548	1,432,856	1,313,218	420,477	954,224	5,222,323	(2,822,444)	2,399,879
Long-term liabilities								
Long-term debt, excluding current portion	1,524,020	1,631,006	2,600,350	438,220	41,784	6,235,380	-	6,235,380
Total liabilities	2,625,568	3,063,862	3,913,568	858,697	996,008	11,457,703	(2,822,444)	8,635,259
Net assets (deficit)								
Unrestricted	3,242,789	1,491,294	1,165,983	(181,815)	788,657	6,506,908	-	6,506,908
Temporarily restricted	-	174,616	-	-	-	174,616	-	174,616
Total net assets (deficit)	3,242,789	1,665,910	1,165,983	(181,815)	788,657	6,681,524	-	6,681,524
Total liabilities and net assets (deficit)	\$ 5,868,357	\$ 4,729,772	\$ 5,079,551	\$ 676,882	\$ 1,784,665	\$ 18,139,227	\$ (2,822,444)	\$ 15,316,783

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Activities

Year Ended June 30, 2012

	Becket Academy, Inc.	The Oliverian School, Inc.	Mount Prospect Academy, Inc.	Connections for Kids	Upper Valley Stewardship Center	Total	Intercompany Eliminations	Consolidated Total
Changes in unrestricted net assets								
Revenue and support	\$ 9,817,962	\$ 3,155,556	\$ 10,459,451	\$ 2,332,492	\$ 2,174,626	\$ 27,740,087	\$ -	\$ 27,740,087
Tuition, room and board, and other support	62,751	-	116,028	-	-	178,779	-	178,779
State nutrition program	-	-	-	5,140	-	5,140	-	5,140
Contributions	18,000	-	-	2,067	-	20,067	-	20,067
Grant revenue	39,885	166,724	112,605	60,580	111,540	491,334	(157,204)	334,130
Other revenue	-	422,397	-	-	-	422,397	-	422,397
Net assets released from restriction	-	1,075,284	436,684	-	-	1,511,968	(1,511,968)	-
Forgiveness of intercompany debt	-	-	-	-	-	-	-	-
Total revenue and support	<u>9,738,598</u>	<u>4,819,961</u>	<u>11,124,768</u>	<u>2,400,279</u>	<u>2,286,166</u>	<u>30,369,772</u>	<u>(1,669,172)</u>	<u>28,700,600</u>
Operating expenses								
Program expenses								
Education and home life	6,663,016	2,332,944	9,258,540	1,974,896	2,111,486	22,340,882	(157,204)	22,183,678
Supporting expenses								
General administration	2,906,961	1,010,109	2,221,643	402,447	134,610	6,675,770	(1,511,968)	5,163,802
Total operating expenses	<u>9,569,977</u>	<u>3,343,053</u>	<u>11,480,183</u>	<u>2,377,343</u>	<u>2,246,096</u>	<u>29,016,652</u>	<u>(1,669,172)</u>	<u>27,347,480</u>
Non-operating revenue (expense)								
Interest income	-	-	106	-	-	106	-	106
Loss on sale of investments	-	(18)	-	-	(7,045)	(7,063)	-	(7,063)
(Loss) gain on sale of equipment	-	(2,985)	4,620	-	-	1,635	-	1,635
Transfer (to) from affiliates	(26,291)	(743,508)	(4,921)	463	774,257	-	-	-
Net non-operating revenue (expense)	<u>(26,291)</u>	<u>(746,511)</u>	<u>(195)</u>	<u>463</u>	<u>767,212</u>	<u>(5,322)</u>	-	<u>(5,322)</u>
Change in unrestricted net assets (deficit)	<u>142,330</u>	<u>730,397</u>	<u>(355,610)</u>	<u>23,399</u>	<u>807,282</u>	<u>1,347,798</u>	-	<u>1,347,798</u>
Changes in temporarily restricted net assets								
Net assets released from restrictions	-	(422,397)	-	-	-	(422,397)	-	(422,397)
Change in temporarily restricted net assets	-	(422,397)	-	-	-	(422,397)	-	(422,397)
Total change in net assets (deficit)	<u>142,330</u>	<u>308,000</u>	<u>(355,610)</u>	<u>23,399</u>	<u>807,282</u>	<u>925,401</u>	-	<u>925,401</u>
Net assets (deficit), beginning of year	<u>3,100,459</u>	<u>1,357,910</u>	<u>1,521,593</u>	<u>(205,214)</u>	<u>(18,625)</u>	<u>5,756,123</u>	-	<u>5,756,123</u>
Net assets (deficit), end of year	<u>\$ 3,242,789</u>	<u>\$ 1,665,910</u>	<u>\$ 1,165,983</u>	<u>\$ (181,815)</u>	<u>\$ 788,657</u>	<u>\$ 6,681,524</u>	<u>\$ -</u>	<u>\$ 6,681,524</u>

BECKET ACADEMY, INC. AND AFFILIATES
Consolidating Statement of Functional Expenses
Year Ended June 30, 2012

	Education and Home Life										General Administration				Total Supporting Expenses	Total Eliminations								
	Becket Academy, Inc.	The Okevitan School, Inc.	Mount Prospect Academy, Inc.	Connections for Kids	Upper Valley Stewardship Center	Total Program Expenses before Eliminations	Intercompany Eliminations	Total Program Expenses	Becket Academy, Inc.	The Okevitan School, Inc.	Mount Prospect Academy, Inc.	Connections for Kids	Upper Valley Stewardship Center	Total Supporting Expenses before Eliminations									Intercompany Eliminations	
Salaries and wages	4,009,355	1,054,468	5,116,837	1,303,879	1,061,430	12,565,787	-	12,565,787	784,870	285,008	1,129,900	178,216	-	2,332,794	-	2,332,794	-	2,332,794	-	2,332,794	-	14,888,561	-	14,888,561
Employee benefits	427,681	180,343	574,136	120,368	37,184	1,295,662	-	1,295,662	203,346	45,389	128,735	16,544	-	393,554	-	393,554	-	393,554	-	393,554	-	1,694,216	-	1,694,216
Payroll taxes	323,592	92,358	415,950	109,192	114,108	1,137,222	-	1,137,222	52,893	20,704	107,833	14,171	-	205,711	-	205,711	-	205,711	-	205,711	-	1,319,431	-	1,319,431
Total personnel costs	4,980,474	1,317,389	6,181,434	1,527,350	1,253,522	15,240,149	-	15,240,149	1,032,919	331,081	1,358,128	209,931	-	2,932,059	-	2,932,059	-	2,932,059	-	2,932,059	-	18,172,208	-	18,172,208
Advertising	19,828	-	17,041	2,766	-	39,633	-	39,633	-	63,638	2,405	-	23,946	89,989	-	89,989	-	89,989	-	89,989	-	129,822	-	129,822
Athletic transport and recreation	-	10,913	57,492	-	24,192	92,597	-	92,597	-	-	-	-	-	-	-	-	-	-	-	-	-	92,597	-	92,597
Auto repairs and leasing	-	30,878	105,032	-	8,407	142,117	-	142,117	-	-	11,310	-	-	11,310	-	11,310	-	11,310	-	11,310	-	145,842	-	145,842
Bad debts, net of recoveries	-	-	-	6,503	22,190	28,693	-	28,693	821,522	33,502	437,719	-	-	1,392,743	-	1,392,743	-	1,392,743	-	1,392,743	-	(90,532)	-	(90,532)
Client activities	28,855	27,794	2,887	-	-	57,536	-	57,536	-	-	-	-	-	-	-	-	-	-	-	-	-	57,536	-	57,536
Consultation	124,801	1,093	1,027	-	127	127,846	-	127,846	6,600	-	-	-	-	6,600	-	6,600	-	6,600	-	6,600	-	134,248	-	134,248
Contracted labor	452	-	6,129	1,365	1,617	11,563	-	11,563	1,074	5,592	139	1,910	-	8,685	-	8,685	-	8,685	-	8,685	-	105,242	-	105,242
Dues and subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,246	-	20,246
Equipment rental and maintenance	27,072	12,072	30,198	15,440	13,075	97,857	-	97,857	2,491	12,803	18,689	-	-	18,689	-	18,689	-	18,689	-	18,689	-	116,846	-	116,846
Facilities rental expense	172,082	54,870	359,363	116,578	90,718	793,412	-	793,412	633,993	15,638	15,638	-	-	15,638	-	15,638	-	15,638	-	15,638	-	649,631	-	649,631
Farm	231,533	96,962	334,342	9,138	82,972	734,947	-	734,947	5,083	2,712	7,400	10,974	6	28,175	-	28,175	-	28,175	-	28,175	-	761,122	-	761,122
Food and supplies	2,852	67,561	86,362	13,865	167,848	187,848	-	187,848	-	-	995	67	7,324	8,386	-	8,386	-	8,386	-	8,386	-	187,848	-	187,848
Heating fuel	6,062	1,295	13,527	16,978	29,670	46,648	-	46,648	-	-	-	-	-	-	-	-	-	-	-	-	-	125,769	-	125,769
Home life supplies	13,915	12,845	12,192	-	4,567	43,319	-	43,319	-	-	-	-	-	-	-	-	-	-	-	-	-	23,433	-	23,433
Infirmity supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	52,928	20,053	91,706	29,271	4,952	145,462	-	145,462	8,195	15,484	75,382	-	-	19,693	-	19,693	-	19,693	-	19,693	-	342,333	-	342,333
Interest	47,903	17,077	57,703	9,951	16,904	103,254	-	103,254	252,747	8,748	50,065	15,589	-	328,199	-	328,199	-	328,199	-	328,199	-	396,731	-	396,731
Management fees	53,599	96,298	56,502	-	-	206,399	-	206,399	4,379	1,187	11,486	1,070	-	15,000	-	15,000	-	15,000	-	15,000	-	15,000	-	15,000
Materials and supplies	72,142	3,375	127,540	3,923	66,350	209,257	-	209,257	80,832	20,648	96,586	14,488	-	296,307	-	296,307	-	296,307	-	296,307	-	583,085	-	583,085
Office supplies	8,057	87,217	105,465	432	44,978	235,895	-	235,895	98,895	-	-	-	-	78,617	-	78,617	-	78,617	-	78,617	-	173,963	-	173,963
Other occupancy costs	28,806	63,492	106,730	10,316	41,930	327,543	-	327,543	321,843	-	391	3,061	-	3,452	-	3,452	-	3,452	-	3,452	-	288,695	-	288,695
Pension contribution	105,403	18,125	31,691	-	3,849	57,429	-	57,429	-	-	-	-	-	-	-	-	-	-	-	-	-	266,695	-	266,695
Professional services	119,059	58,750	145,965	10,164	7,752	341,690	-	341,690	-	-	-	-	-	-	-	-	-	-	-	-	-	542,929	-	542,929
Real estate taxes	170,139	42,449	565,616	123,003	78,932	1,001,359	-	1,001,359	-	-	8,268	8,109	-	16,375	-	16,375	-	16,375	-	16,375	-	1,017,734	-	1,017,734
Repair and maintenance	42,465	1,464	32,477	15,295	5,390	97,111	-	97,111	-	800	2,532	1,717	22,088	27,137	-	27,137	-	27,137	-	27,137	-	124,248	-	124,248
Student clothing and supplies	36,051	97,270	40,210	40,210	20,812	184,343	-	184,343	9,500	26,289	16,184	52,199	542	109,714	-	109,714	-	109,714	-	109,714	-	304,057	-	304,057
Student educational supplies	13,421	-	-	-	12,773	26,194	-	26,194	899	-	-	-	-	699	-	699	-	699	-	699	-	26,893	-	26,893
Student financial aid - Oliverian	115,807	46,227	97,060	6,106	28,745	288,745	-	288,745	3,619	2,841	2,841	3,944	-	10,404	-	10,404	-	10,404	-	10,404	-	300,149	-	300,149
Student transportation	182,177	3,339	340,398	14,073	144,633	684,818	-	684,818	208,390	308,581	17,410	1,065	-	533,448	-	533,448	-	533,448	-	533,448	-	1,228,364	-	1,228,364
Teacher training and development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation and amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 6,683,016	\$ 2,332,944	\$ 8,256,540	\$ 1,974,896	\$ 2,111,486	\$ 22,340,882	\$ (157,200)	\$ 22,183,678	\$ 2,909,961	\$ 1,010,109	\$ 2,221,843	\$ 402,447	\$ 134,610	\$ 6,675,270	\$ (1,511,969)	\$ 5,163,302	\$ -	\$ 5,163,302	\$ -	\$ 5,163,302	\$ -	\$ 27,347,460	\$ -	\$ 27,347,460

Becket Family of Services

Mount Prospect Academy

Board Of Trustees

Paul Fitzgerald

Michael Sullivan

James Carey, M.Ed.

Robert Bannon

Education**Plymouth State University, Plymouth NH**

BS in Business Administration

2011

Graduated Summa Cum Laude

GPA 3.91/4.00 –Major

3.89/4.00 –Overall

President’s List: 2007, 2008, 2009, 2010, 2011

Delta Mu Delta

Phi Kappa Phi

H&R Block School of Income Tax

Completed Income Tax Preparation Course. Received Certificate

1985**Lee Institute of Realty**

Completed Real Estate Course. Received Certificate. Obtained Real Estate License

1980**Lvnn Classical High School**

Completed college curriculum courses. Received High School Diploma

1978**Employment History****Becket Family Services/ Mount Prospect Academy****2012-Present****Becket Interactive Educational Environment****Teacher**

Responsibilities include supervision and counseling of behaviorally and emotionally challenged students. Other responsibilities include tutoring students in Math, Science, English and Social Studies, and some computer lab instruction, providing students with the opportunity to complete classwork in small groups or one-to-one environment and be successful, with the goal of teaching students how to learn and how to re-engage in class successfully. Other responsibilities, but not limited to, consist of assisting students in other student activities including school and treatment projects, essay writing, art projects, job applications and search, and advocacy letters.

Teaching Assistant**2006-2012**

Responsibilities included assisting teachers with teaching subject material and providing support to create a safe and effective learning environment for students. Other responsibilities, but not limited to, included providing classroom coverage during teacher absences, supervision of students, working one-to-one on various assignments with students and provide engaging programming.

Awake Overnight**2005-2006**

Responsibilities included, but not limited to, providing support and supervision of students during the nighttime period, assisting students with wakeup and morning routines consisting of doing chores and hygiene routines, attending breakfast and clean-up of breakfast area, and transitioning students to educational or vocational sites.

Awards at Becket Family of Services

John J. Wolter Founder's Award	2012
Teacher of the Year Award	2012
Creative Programming Award	2011
Teacher as a Hero Award	2008

T-Stop Superette **1992-2005**

Manager-Associate

Responsibilities included but not limited to customer service, opening and closing of store, inventory, ordering and stocking of merchandise.

The Great Outdoors, Inc. **1993-1994**

Customer Service Representative

Customer service and sales work.

Lomberg, Inc. D.B.A. Tri-City Catalog Showroom **1988-1991**

Hardlines Buyer

Responsibilities included but not limited to management of all electronics, appliances, giftware, clocks and luggage purchases for two stores. Communicating and collaborating with vendors and purchasing agents. Processing invoices and purchase orders. Coordination of employee work schedules. Direct customer service and complaints. Active member and participant of flyer committee for a National Catalog Showroom Association (Associated Charter) as well as co-chairperson of sales flyers. Bonded employment. Handled store monies and banking transactions. Opened and closed stores.

Lomberg, Inc. D.B.A. The Employee Store, Inc. **1985-1988**

Store Manager

Attended to customer services and complaints. Handled purchases for corporate group functions Responsible for store monies and banking transactions. Opened and closed store. Designed and set up merchandise lay out for entire store including window displays. Personally designed and coordinated all advertisements for store. Supervised and managed employees as well as coordinating work schedules.

Stuarts Department Store **1984**

Department Manager

Department Manager for various departments of the store (Domestics, Appliances and Audio, Toys) as well as responsible for the supervision of employees in each department Responsible for ensuring well-stocked shelves and general appearance of each department. Assisted with opening and closing of store.

Avco Systems, Inc. **1984**

Maintenance Engineer

Supervised employees' use of maintenance equipment and maintained equipment storage areas, as well as upkeep of equipment. Assisted in maintaining appearance of offices and other corporate business areas, as well as operating maintenance equipment.

Lomberg, Inc. D.B.A. The Employee Store, Inc.

1982-1984

Assistant Store Manager

Responsible for customer services and sales. Operated cash register. Supervised and assisted in shipping and receiving of store merchandise. Responsible for the supervision of stock upkeep and inventory levels of store merchandise. Responsible for opening and closing of store.

Lomberg, Inc. D.B.A. Tri-City Catalog Showroom 1979-1982

Shipper/Receiver/Salesperson

Organized merchandise and supplies in warehouse area. Controlled inventory of merchandise. Obtained monetary credit for defective merchandise. Assisted in shipping and receiving of store merchandise. Attended to customer sales.

Other Qualities/Considerations

- Father of 3 children
- Fair Computer Experience but increasing
- Quick learner and proven ability to work well under pressure
- High work ethic
- Dependable, honest and responsible
- Able to work well independently or as team player

References Available on Request

Angelina T. Gannett

Objective:

To obtain a position working with the students at Becket Family of Services and Mount Prospect Academy

Education:

B.A. Dance, December
2006 Keene State College
Keene, NH

Obtained certification as K-12 General Special Education teacher through the Alternative 4 process

Littleton High School, June 2002
Littleton, NH

Experience in Education:

Mount Prospect Academy: January 2007 to present

Special Education Teacher/Academic Case Manager: July 2007 to present

- Case manage 30-55 students
- Develop Individual Education Plans
- Create alternative academic schedules to target student needs
- Develop credit summaries
- Work 1:1 with students
- Help students meet graduation requirements to obtain high school diploma

Substitute Teacher for Science class: June 2007 to July 2007

- Developed lesson plans
- Taught different science subjects (6th to 12th grade)
- Created lessons to target different learning styles

Teacher's Assistance: January 2007 to June 2007

- Helped the Social Studies teacher with making copies
- Substituted when Social Studies teacher was out
- Supported students 1:1 with assignments
- Processed with students when in a negative space

Scenic Artist: January 2004- May
2006

- Help build and paint sets for plays on Keene State College campus

- Helped design sets
- Instructed new students on painting and building techniques

Teacher's Aide: Summer 2005

- Worked with "emotionally raw" students
- Help them learn to play with others without getting into fights

Substitute: End of May-June 2004

- Worked as a Substitute throughout the month

Program Leader: July-August 2003

- Worked in a Summer Program for Jobs for American Graduates (JAG)
- Taught for an hour in the morning then worked outside for the rest of the day
- The students involved in the group were high school "troubled" teens

Permanent Aide Substitute: Mid May-June 2003

- Worked with all the students in the classroom but had my two students were most of my attention was focused on
- Stayed after school with Special Education students to help them with homework

Tutor: October 2001-June 2002

- Helped Spanish speaking students with homework and to understand the material
- Helped them with their English

Skills:

Fluent in Spanish

Worked with different levels of students

Honors:

Dean's List: Fall 2003, Spring 2006, Summer 2006, Fall 2006

References:

Upon Request

CONTRACTOR NAME: Mount Prospect Academy

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Bart Blanchard	Title I teacher	\$38,000	100%	\$38,000 plus benefits- \$50,407
Angelina Gannett	Project RENEW Facilitator	\$15,000	30%	\$15,000 plus benefits -\$15, 122
Jeff Caron	President	\$225,000	0%	
Jay Marshall	Executive Director	\$110,000	0%	
Jay Wolter	CFO	\$120,000	0%	
Karen Langley	Special Education Director	\$57,600	0%	

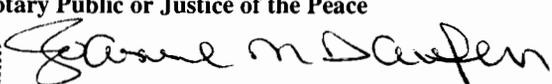
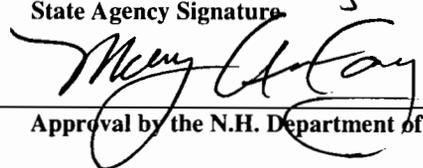
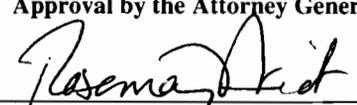
Subject: Title I, Part D, Subpart 1, Elementary and Secondary Education Act (ESEA) Grant

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 & Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address PO BOX 417 40 Park Lane Contoocook, NH 03229	
1.5 Contractor Phone Number (603) 224-8111	1.6 Account Number 05-95-40-404010-5830	1.7 Completion Date August 31, 2014	1.8 Price Limitation \$113,977
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul L. Dunn Ph.D., Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>July 24</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  			
Name and Title of Notary or Justice of the Peace Suzanne M. Daufen Office Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2-25-14</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: JD
Date: 2/6/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

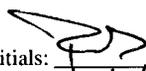
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

Contractor Initials: 
Date: 2/6/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

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

RS

Cover Sheet to Title I, Part D1 Application

Name of Institution: NFI North, Inc.

Name of Institution Contact: Jan Williamson

Contact phone number: 603-746-7550

Contact email address: janwilliamson@nafi.com

RECEIVED
DEC 11 2013

Justification for Budget Narrative

Equipment:

Computers (10 @ \$1,500 ea)- Sending school districts and Juvenile Justice look to us often to provide assessments, because of that we will need updated equipment, not only for NWEA testing for also for Smarter Balanced. We also need these to support the PLATO platform which provides credit recovery and courses that align with the sending districts.

Document Camera (4 @ \$340 ea)- To assist students in all subjects, to enhance oral communication skills by doing visual presentations which are part of the Literacy Standards for the Common Core.

TITLE I PART D, SUBPART 1, SECTION 2
ESEA 2013-2014
INSTITUTION LEVEL APPLICATION

Contractor Initials 
Date 2/2/14

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2013-2014 SY?	Assessments used to assess these goals? <i>Include prepost dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Mathematics	Students will demonstrate a firm grounding in essential computational skills and use these skills to reason and problem solve.	<ol style="list-style-type: none"> Students will perform the 4 basic mathematical operations with rational numbers. Students will utilize computations to find solutions to real life problems. Students will use logical reasoning, estimation and mental computations to determine the validity of solutions. 	The BASI (Basic Achievement Skills Inventory) may be used in conjunction with sending district records to determine entry level and/or NEAT (Norris Educational Achievement Test) Form A is administered upon entry into the school. Form B is administered at the time of discharge and/or PLATO Mathematics Standards Based Benchmark 2003 Version 3 at entry and discharge	Education Coordinators, Teachers
Reading	Students will demonstrate the ability to read age appropriate materials with fluency and with understanding.	<ol style="list-style-type: none"> Students will form initial understanding of materials read by identifying major elements presented in the text. Students will read to acquire information for different purposes i.e. 	The BASI (Basic Achievement Skills Inventory) may be used in conjunction with sending district records to determine entry level and/or NEAT (Norris Educational Achievement Test) Form A is administered at the time of	Education Coordinators, Teachers

		<p>prepare research projects or gain general impressions of material presented.</p> <p>3. Students will utilize questioning, reviewing, revising and rereading to monitor comprehension and enhance overall understanding.</p>	<p>intake. Form B is administered at the time of discharge and/or PLATO National Language Arts/Reading Standards Based Benchmark Test 2004 at entry and discharge</p>	
<p>STEM (Science/Technology /Engineering/Mathematics)</p>	<p>Students will demonstrate an understanding of key concepts and principles central to the technical, biological, physical and earth sciences while recognizing the interrelationship of all the sciences.</p>	<p>1. Students will demonstrate an understanding of the basic laws which govern the natural world.</p> <p>2. Students will design and conduct a scientific experiment.</p> <p>3. Students will use applied knowledge, creative thinking skills to increase their awareness of the roles they play in an increasingly technological society.</p>	<p>Student Work Portfolios and/or FLAG (Field-tested Learning Assessment Guide)</p>	<p>Education Coordinators, Teachers</p>
<p>Social Studies</p>	<p>Students will increase their knowledge of Geography, Historical Events, World Culture, Operations of Government and Economic concepts.</p>	<p>Students will demonstrate an understanding of United States and World events, how these impacts on each other as well as the rights and responsibilities students have as American Citizens.</p>	<p>Student Work Portfolios</p>	<p>Education Coordinators, Teachers</p>
<p>Writing and Language Development</p>	<p>Students will demonstrate the ability to write and speak effectively for a variety of purposes</p>	<p>1. Students will demonstrate the ability to choose a form of writing appropriate for their purpose.</p> <p>2. Students will identify a topic to be addressed in a written piece and employ organizational techniques to develop and expand their ideas.</p> <p>3. Students will demonstrate understanding that a piece</p>	<p>NEAT (Norris Educational Achievement Test) Form A is administered at the time of entry into the school. Form B is administered at the time of discharge. and/or Student Work Portfolios and/or The BASI (Basic Achievement Skills Inventory) may be used in conjunction with sending district</p>	<p>Education Coordinators, Teachers</p>

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		<p>of work will require multiple drafts to reflect purpose and clarify ideas.</p> <ol style="list-style-type: none"> Students will edit writings to correct errors in spelling, punctuation, grammar, usage and capitalization. Students will demonstrate the ability to verbally deliver clear and focused ideas and content in a well-organized grammatically correct presentation 	<p>records to determine entry level</p>	
Vocational Outcomes				
<p>Vocational Ed. Career Development</p>	<p>Students will acquire the knowledge, attitudes and skills necessary to make a successful transition from the school setting to the world of work. Students will develop characteristics and behaviors necessary for success in school work and everyday settings and take an active role in their own learning</p>	<ol style="list-style-type: none"> Students will demonstrate behaviors necessary for maintaining physical and emotional health. Students will identify tools and resources needed to achieve their learning goals. Students will demonstrate an understanding of career clusters and career ladders. Students will locate, evaluate and interpret career information. Students will explain how employment opportunities relate to education and training. Students will compile a resume reflecting current achievements and information. 	<ol style="list-style-type: none"> Students will utilize their Individual Service Plan Goals and evaluate themselves on a daily basis Student Work Portfolio The Harrington O-Shea Career Decision Making System Level 2 is administered to all high school students at the beginning of each school year. The Vocational Preference Inventory (VPI) is given to older students. Completed resume Educational transition Portfolio 	<p>Education Coordinators, Teachers</p>

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2. Scope of Project

A. Students to Be Served

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

Ages	Reading	Mathematics	Social Studies	STEM (Science/Technology/Engineering/Mathematics)	Writing and Language Development
5 – 10 years old	0	0	0	0	0
11-15 years old	65	65	65	65	65
16-18 years old	56	56	56	56	56
19 years and older	0	0	0	0	0

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
2	1 FT	Instructional Aides (@ \$24,450 each) Fringe & Payroll Taxes (\$6,610 per Aide)	Bachelor's Degree or 1 to 2 years related experience or training and/or equivalent of education and experience.	\$48,900 \$13,220

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

Lorraine Sanders

Education Coordinator, Davenport School

Linda Saleski
Name of Individual

Principal, Education Coordinator, Midway Shelter School
Title of Individual

D. Staff/ Student Ratio's:

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

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

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

The Davenport School is a community based accredited special education high risk residential school located in Jefferson, New Hampshire. The Davenport School serves female students ranging from 13 to 18 years of age. Each student has a unique set of circumstances which brought her to the school. These include truancy, boundary issues, disobedience toward authority figures, sexual or physical abuse, simple assault, substance abuse, etc. Residents attend an on-site educational program. This program is staffed by an Education Coordinator, two certified teachers and a Teacher Aide. The educational component focuses on the students' strengths and interdisciplinary work. Instruction is individualized, hands-on and strives to motivate and engage each student according to her learning style. In addition to the academics, the educational program uses a variety of clinical and behavioral management techniques to assist each student to focus on her social, emotional or personal issues.

The Midway Shelter School is a component of a fifteen bed residential program that annually serves approximately two hundred court ordered CHINS and/or delinquent adolescent co-ed youth aged 11 to 17. The program is short term with a length of stay of up to sixty days. The program is highly structured and provides a staff secure environment. The educational program utilizes a non-traditional approach that emphasizes small class sizes and a hands on learning approach. The educational program adapts its curricula to the needs of the students, and communication with the sending school district is key in being able to quickly transition the student into the program.

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

Staffing at each school consists of an Educational Coordinator, Special Ed Teachers, Teachers, and Teacher Aides. The Principal is responsible for ensuring that the schools are adhering to the requirements of the DOE, ensuring that the school is delivering appropriate educational services, and overseeing the qualifications and professional development of all educational staff.

The Educational Coordinator is responsible for assessment and educational background of the student. When necessary, the Educational Coordinator schedules the ten day placement meeting for coded students, and is also responsible for ensuring that educational plans for coded students are being followed. The Educational Coordinator is responsible for maintaining educational records, and sending transcripts to receiving schools. The Special Education Teacher is responsible for implementing the special education services for coded students and communicating with the Teacher and Aide the specifics of each plan so that all modifications and accommodations are being followed.

The Teacher, along with the Special Education Teacher, is responsible for delivery of course subject areas which include planning curriculum, developing lesson plans and utilizing instructional materials that meet individual needs of students.

The Teacher's Aide is responsible for assisting the Special Education Teacher and the Teacher with providing one to one tutoring to students who need extra assistance in specific areas, and with completing specific duties as assigned by certified educators. The Aides also play key roles in transitions between our schools and sending school districts.

Each school also has the ability to utilize other staffing resources including members of the treatment team. Each program employs Clinical Case Managers who are in contact with the students' parents/guardians on a weekly basis. As part of the "Treatment team", their input is used collaboratively with that of the education team as a liaison to home/school/community resources. For those parents wishing additional information, the Education Coordinator will contact the family to provide a more

detailed assessment of the student's progress. The treatment team may also have valuable input for transitions back to the sending school district.

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

Educational staff may be involved in implementing individualized behavior management programs that target specific inappropriate classroom and social behaviors. The Education Coordinator and teachers develop strategies and monitoring techniques while the Title 1 Aide is responsible for part of the implementation and documentation. The Title 1 Aide also provides supportive counseling to those students in a crisis situation or for those students unable to remain in the classroom.

In addition, students may be administered the Harrington-O'Shea Career Decision Making System (Level 2) or the Vocational Preference Inventory (VPI) to assist them in selecting possible a possible career path.

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

F. Transition Services:

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

An estimated \$16,500 which is 16% of the Title I funds requested, will be set aside to provide transitional services for neglected or delinquent children and youth.

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

The Title 1 Aide works with the Education Coordinator to assist those students transitioning to their sending schools by scheduling visits, meeting with guidance for scheduling, meeting with school district case managers for IEP coordination, and may include discussions with teachers about student progress and performance. The Title 1 Aide along with all educational staff will provide supportive counseling within the normative learning community to students in order to develop positive learning skills including an experience of success and perseverance.

The Title 1 Aide may also work with youth that have dropped out of school to encourage them to resume their education and may work with the designated truancy officer to address school avoidance issues.

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

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

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

G. Professional Development:

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

NFI North (NFI) programs provide a welcoming and supportive environment that engages students in a positive way. A positive culture is consciously supported by program personnel and strategically by the Title 1 staff in order to reduce negative norms by which many students have lived. Values that determine the positive norms of programs within the NFI network include respect, responsibility, acceptance, accountability and caring. Members are recognized and rewarded for their contributions to the community. The combined result of all these norms is the development of a safe, caring community in which members are willing and able to help each other and be productive community members. This breaks the cycle of rejection and failure as well as creates a heightened sense of self-worth.

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

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

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

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

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

H. Coordination:

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

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

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

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

I. Budget Narrative

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Instructional Aides (@ \$24,450 each) Fringe & Payroll Taxes (\$6,610 per Aide)	\$48,900 \$13,220
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	Consultants for Integrating/Developing Common Core Curriculum (Certified Teachers required by DOE)	\$6,500
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	BASI (150 @ \$1.25) Neat Norris Educational Test (40 @ \$2.00) FLAG (Field tested Learning Assessment Guide) (40 @ \$2.00) Vocational Preference Inventory (VPI) (150 @\$1.25) Harrington O'Shea Career Decision Making System (1 @ \$250.00)	\$785
Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i>	PLATO License (2 @ \$1,600) NWEA License (2 @ \$222) Read Write Gold License (2 @ \$1,600)	\$6,844
Equipment <i>Attach a justification for each item to be purchased.</i>	Computers (10 @ \$1,500 ea.) Document Camera (4 @ \$340 ea)	\$16,360
Professional Development Activities	Common Core Standards Training (SERESC) (6 @ \$200)	\$1200
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	SERESC Training Travel (700 miles @ \$.40/mile)	\$280

Administration	Administer Grant Monies, Data Collection and Reporting	\$9,000
Total Costs		\$103,089

Justification for Budget Narrative

Equipment:

Computers (10 @ \$1,500 ea)- Sending school districts and Juvenile Justice look to us often to provide assessments, because of that we will need updated equipment, not only for NWEA testing for also for Smarter Balanced. We also need these to support the PLATO platform which provides credit recovery and courses that align with the sending districts.

Document Camera (4 @ \$340 ea)- To assist students in all subjects, to enhance oral communication skills by doing visual presentations which are part of the Literacy Standards for the Common Core.

I. Budget Narrative SUMMER SCHOOL

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

Account Category	Budget Detail	Total Costs
<p>Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i></p>	<p>Instructional Teachers (2 @ \$24.67/hr for 12 hours week for 5 weeks)</p> <p>Instructional Aides (2 @ \$18.00/hr for 12 hours week for 5 weeks)</p> <p>Fringe & Payroll Taxes (15%)</p>	<p>\$2,960</p> <p>\$2,160</p> <p>\$ 768</p>
<p>Contracted Services <i>Summarize activities and provide breakdown of expenses.</i></p>		
<p>Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i></p>	<p>Experiential Activities (10 @ \$200) (5 per school)</p> <ul style="list-style-type: none"> • Ropes course • Rock climbing • Outdoor experiences • US Forest Service Trails maintenance • Historical Sight Seeing <p>Learning Environment for credit recovery: PLATO</p>	<p>\$2,000</p>
<p>Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i></p>		
<p>Equipment <i>Attach a justification for each item to be purchased.</i></p>		
<p>Professional Development Activities</p>		

Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	See Supplies & Material for activities	\$2,000
Administration	Administer Grant Monies, Data Collection and Reporting	\$1,000
Total Costs		\$10,888

Title I Professional Development & Contracted Services Justification Form

1. **Category of Title I Funds:**

- Title I Part A Title I School In Need of Improvement (SINI)
 Title I District in Need of Improvement (DINI) Title I Part D, Subpart 2

2. **Description of Activity:** Instructional Strategy Professional Learning Workshops

3. **Describe how this request is connected to the specific goals of each funding source:**
(Title I Part A – educationally disadvantaged student focused) (SINI & DINI Plans) (Part D – neglected, delinquent and at-risk students). Neglected, delinquent, and at-risk students are often reluctant learners due to prior failures in school.

4. **Name of Presenter:** Linda Saleski, M.Ed., C.A.G.S.

5. **Qualifications of Presenter:** *(Attach a resume in lieu of a narrative):* See attached resume.

6. **Budget:** *(Include costs such as staff compensation, materials, contracted services and other related costs).* \$6,500
- a. 10 Workshops
 - b. \$530 Cost of Workshop Development * 10 = \$5,300
 - c. \$50 Copies of Reference Books (1 book per workshop * 2 programs) * 10 = \$1,000
 - d. \$20 Copies of Workshop Materials for Participants (8) * 10 = \$200

7. **Beginning Date:** August 2013 **Ending Date:** June 2014

8. **Services to be Provided:** *(Include a description of the services to be provided. Identify any anticipated products that will be developed as a result of the services.)* 10 monthly workshops focused on strategies designed to engage neglected, delinquent and at-risk students in school. In addition, workshop topics will include strategies to build social/emotional skills in students. Workshops will include, but are not limited to the following topics:
- a. Implementation of Formative Assessment for Understanding Each Student's Progress
 - b. Motivating Students: The Role of Persistence in Generating Successful Learning Experiences
 - c. The Role of Executive Function in Keeping Students on Track for Success
 - d. Integrating the Teaching of Social/Emotional Skills in the Classroom

NFI North, Inc.—

1. I attached the Professional Development Justification form so what the consultants are doing, for whom, and the total amount for each can be listed.

Please see the Professional Development Justification form that is attached.

2. The computers, please complete the equipment justification and explain how they are supplemental to other equipment provided for all students.

Computers

More schools are expecting students placed in our programs to have access to technology in order to facilitate access to work from sending schools. In addition, more students are accessing options for online learning such as VLACS. Often an option we offer students is credit recovery through Plato or other web-based learning applications provided by their sending school.

For both residential and sheltercare programs the goal is to provide the least disruption to a student's ongoing education as possible. That not only means best communication between personnel from the school and personnel from the program, but also means providing students with as much equal access to technology as is available to them in their sending school.

What will be the use of these and the cameras?

Document Cameras

This technology will enhance the learning environment by enabling the projection of documents for discussion and review by students participating in class.

3. The staff/student ratio should be the number of students served at one time by the Title I paid staff. I am thinking that the total students served is the total for the entire year? Most of the tests are ordered for 40—that is the total Title I students with only 30 served at a time?

The number of students served at one time is 30. However, the number of students actually served is almost four times that number (last year the total was 121). The number of tests reflect the program the projected number of students for the year.

Midway Shelter School

BASI (150 @ \$1.25)

Vocational Preference Inventory (VPI) (150 @ \$1.25)

Davenport School

Neat Norris Educational Test (40 @ \$2.00)

FLAG (Field tested Learning Assessment Guide) (40 @ \$2.00)

Handwritten initials "RD" and date "3/6/14" are present in the bottom right corner of the page.

- e. Mastery Learning and Competency-based Learning
 - f. The Learning Menu: Choice in Learning Experiences
 - g. Resistant to Refusing and Truant: The Reluctant Learner
 - h. Tailoring Learning Experiences for Personalized Learning, a.k.a. Differentiated Learning
 - i. Feeling Good About School: Essential Qualities for Improving Attitudes and How to Help Students Achieve Them
 - j. De-stabilizing Forces that Get Kids Off Track at School: Poverty, Chaos, etc.
 - k. Creating Trauma-Sensitive Learning Environments for Students to Succeed
9. **Participants:** Teaching Staff @ Midway Shelter School and Teaching Staff @ Davenport School
10. **Evaluation Process:** *(Describe how you will evaluate that services have been delivered successfully.)*
- a. Exit Surveys
 - b. Reflective Journals
 - c. Lesson Plan Review
 - d. Observation

Harrington O'Shea Career Decision Making System (1 @ \$250.00)

4. Summer school should be part of the same budget. Materials and supplies should be listed. Again, the transitional responsibility is for students in the summer also. How does that work?

The academic portion of Summer school focuses on the improvement of each student's reading, writing, and math skills. The summer program also provides for outdoor experiential activities as listed in the Budget Narrative for Summer School: Ropes course, rock climbing, outdoor experiences, US Forest Service Trails maintenance, and Historical Sight Seeing.

The Title I transition aide provides the same services for each student as during the school year. Communication and reporting to schools, tutoring, supporting the development of school-related social emotional skills.

5. The instructional aide paid with Title I funds should be providing extra tutoring for students. I am not sure of the appropriateness of an instructional Title I aide providing "supportive counseling to students in a crisis situation". While Title I supports the education piece, Title I could provide additional counseling—to supplement--would it be more appropriate to hire an aide with that background?

Title I aides provide "supportive counseling" in the form of supporting the development and use of school-appropriate social/emotional skills that would help a student be more successful upon return to his or her school.

Many of our students can be characterized as school resistant, school refusal, or have experienced multi-year failure in reading and writing and/or mathematics. The Title I aide provides extra tutoring in the form of helping with sending school work. The Title I aide (along with teaching staff) provides tutoring for gaps in learning that are identified using the BASI assessment. In addition, the Title I aide organizes and monitors any work from sending schools.

6. Please list the transition Services provided for \$16,500 and will they be available for all students?

All students are supported with transition services. All students served by NFI North programs are adjudicated delinquents or part of DCYF abuse and neglect cases. In other words, all students are N or D.

They must be documented as to the timing and activity to make up the 16% of funds (outline what will happen and how). The Title I paid aide does these?

- Gather data, organize information, and prepare a weekly academic progress report for each student. (2-3 hours weekly, depends on the number of students)
- Gather grades from teachers and prepare a discharge academic progress report for each student. (1-3 hours weekly, usually have 1-3 students being discharged during a typical week)

RD

3/6/14

- Providing tutoring for students with sending school work or to support students in the onsite classroom. (5-15 hours weekly, depending on the number of students placed.)
- Communicate with sending schools (may include guidance counselor and teachers) about assignments to be completed during student's placement. (1-3 hours weekly, depending on the number of students with sending school assignments) This includes:
 - Receiving assignments from the sending school;
 - Cataloging and scheduling when assignments will be worked on by the students;
 - Collecting completed assignments;
 - Sending assignments to the sending school;
 - Monitoring completion of assignments in order to request and acquire new work from the sending school in a timely manner; and
 - Monitoring and returning to the sending school any materials, such as textbooks, etc.

Notes:

If only 30 students are served with Title I staff—then they should be the main users of the equipment and the testing.

Students are assessed for skill level in reading, writing, and math upon entrance to the program. This gives staff the ability to target some initial learning experiences so that students can encounter success.

We use technology solutions everywhere we can for students. For example, this enables better communication with school. For instance, using NWEA testing to understand a student's gap(s) in learning helps sending schools understand how to help students when they return to be more successful. These computers will allow an increase in the availability of technology resources for more students at the same time.

Whatever the funding for students from districts should be paying for this. And if Juvenile Justice requires something—isn't that state responsibility?

School districts are billed for students that are identified as Special Education.

Title I supplements what the state adequate education program is...Title I adds to what the state provides for a fair and equitable education for all students—it does not take over duties the state should do.

Title I staff must not be delivering core instruction. Or the Title I aide adds to the classroom instruction at a different time.

The Title I aide does not deliver core instruction. Title I aide provides extra support once the classroom teacher completes the lesson and students are doing independent work.

Title I, Part A Equipment Justification Form

ITEM(S)	Computers	Number to be purchased 10
APPROXIMATE COST PER ITEM Include per child or per teacher information	\$1,500	Total Costs \$15,000
LOCATION Where will the equipment be used?	Five (5) computers will be located at the Midway Shelter School computer lab and five (5) computers will be located at the Davenport School computer lab.	
PURPOSE Detail the following: + How will it support the program? + Who will use it? and + How many students/staff will use it?	The computers will enable more students to be accessing sending school materials, for example: Power school or some other grade reporting application, Moodle or some other online learning environment, online textbooks, VLACS, or Plato. The goal is for all students (10 students at a time) to be able to connect with their sending schools, so that the transition to and from school will be more seamlessly accomplished and so that students can either catch up or not be so far behind upon their return. Additionally students that do not receive work from their sending school participate in onsite classes. Use of technology is critical to help students learn and practice the skills that can facilitate the opportunity for them to use technology most similarly available in the sending school districts.	
REASONABLENESS + Justify the need ; and + Explain how it is not otherwise available through the district.	All schools are enhancing the learning environment for students. Most schools are posting more and more information for students on websites designed to provide assignment information, content material, as well as content videos. Right now we can provide access for five (5) students at a time. Having more computers would allow us to increase the access to technology for all our students simultaneously.	
STORAGE For Targeted Assistance Schools: + Where will it be kept when not being used by Title I students. + How will you assure that the equipment purchased with Title I funds is not used more than 10% for non-Title I services? (See note below regarding flexibility.)	NA	
Inventory and Tracking	Identify the person responsible for: Entering equipment on Title I Equipment Inventory Report Linda Saleski, Education Coordinator or Lorraine Sanders Education Coordinator Tracking equipment if moved from above location Linda Saleski, Education Coordinator or Lorraine Sanders, Education Coordinator Signing equipment in and out if equipment is approved for student use Linda Saleski, Education Coordinator or Lorraine Sanders, Education Coordinator Storing equipment over the summer Linda Saleski, Education Coordinator or	

	Lorraine Sanders Education Coordinator
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** Note: This 10% percent flexibility is only allowed if it does not interfere with the use by Title I students and does not lessen the life of the product.)*

Title I, Part A Equipment Justification Form

<p>ITEM(S)</p>	<p>Document cameras</p>	<p>Number to be purchased 4</p>
<p>APPROXIMATE COST PER ITEM</p> <p>Include per child or per teacher information</p>	<p>\$340</p>	<p>Total Costs \$1,360</p>
<p>LOCATION</p> <p>Where will the equipment be used?</p>	<p>Each of two classrooms at Midway Shelter School and each of the two classrooms at the Davenport School for a total of 1 document camera in each of the four classrooms.</p>	
<p>PURPOSE</p> <p>Detail the following:</p> <ul style="list-style-type: none"> + How will it support the program? + Who will use it? and + How many students/staff will use it? 	<p>Document cameras are able to project images from paper as well as be able to be used as a projector. Students and teachers will use the document camera as a tool for presentations. Students can project anything written on a piece of paper. Math work from a collaborative effort among a group of students used as an explanation for the rest of the class. It facilitates collaborative discussion in the classroom. All students and staff will use it.</p>	
<p>REASONABLENESS</p> <ul style="list-style-type: none"> + Justify the need ; and + Explain how it is not otherwise available through the district. 	<p>More and more students are being required to present their thought processes, justify arguments as part of the collaborative process stemming from 21st century skills. Document cameras alleviate the need to reproduce work on a board or overhead projector. Facilitating ease of presentation provides students with more informal and spontaneous way to present and share work with each other.</p>	
<p>STORAGE</p> <p>For Targeted Assistance Schools:</p> <ul style="list-style-type: none"> + Where will it be kept when not being used by Title I students. + How will you assure that the equipment purchased with Title I funds is not used more than 10% for non-Title I services? (See note below regarding flexibility.) 	<p>NA</p>	
<p>Inventory and Tracking</p>	<p>Identify the person responsible for:</p> <p>Entering equipment on Title I Equipment Inventory Report Linda Saleski, Education Coordinator Tracking equipment if moved from above location Linda Saleski, Education Coordinator Signing equipment in and out if equipment is approved for student use Linda Saleski, Education Coordinator Storing equipment over the summer Linda Saleski, Education Coordinator</p>	

* Note: This 10% percent flexibility is only allowed if it does not interfere with the use by Title I students and does not lessen the life of the product.)

NFI NORTH, INC.
FUNCTIONAL JOB DESCRIPTION

Job Classification: Direct Care Program Staff III (75) Reports to: Program Manager /Education

FLSA Status: Exempt

Job Summary:

Responsible for the overall planning, design, and implementation of a comprehensive education program. Ensures that the educational component meets all applicable state, local, and licensing requirements for educational programs and coordinates educational staff.

Essential Functions:

1. Assess new referrals to the program and arrange or conduct testing and evaluations as needed.
2. Participate in case conferences and individual education plan reviews.
3. Maintain appropriate contact with applicable school districts.
4. Function as program advocate and educational advisor for youth.
5. Attend staff and management team meetings.
6. Maintain all educational documentation for each youth in accordance with agency and funding agency requirements.
7. Perform physical intervention in the event of a client crisis.
8. Perform all duties in accordance with the agency's policies and procedures.

(The essential functions listed in this section are not limited only to the tasks listed and may include other duties as assigned)

Qualification/Education/Experience/Personal Characteristics:

1. Must be able to perform each essential duty satisfactorily.
2. Master's degree (M.A.) in Education or special Education, and two or more years of experience related to classroom teaching or primary service responsibilities including assessments, development and implementation of individual case plans, development and coordination of services and placement recommendations and referrals for court-involved or emotionally disturbed youth. Must have demonstrated experience with personnel supervision.
3. High energy level, superior interpersonal skills and ability to function in a team atmosphere.
4. Good communication skills.
5. Must hold a valid drivers license.
6. Must possess excellent vision and hearing, and the ability to read and speak English.

Physical Demands:

General requirements:

1. Full upper extremity range of motion
2. Full lower extremity range of motion

- *Continuous: Hearing, talking, sitting
- *Frequent: Standing, walking
- *Occasional: Reaching with hands and arms, stooping and crouching

RECEIPT AND REVIEW OF FUNCTIONAL JOB REQUIREMENTS

I, Andres Delacruz, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. I understand that the contents as presented are a matter of information and should in no way be construed as a contract between NFI and its employees. NFI reserves the right to change any part of this job description as circumstances require.

Employee's Signature Andres Delacruz Date 8/1/12

Manager's Signature [Signature] Date 8-1-12

Contractor Initials [Signature]

Date 7/6/14

Exhibit A-1
NFI NORTH, INC.
FUNCTIONAL JOB DESCRIPTION

Job Classification: Direct Care Program Staff III (75) **Reports to:** Program Manager /Education

FLSA Status: Exempt

Job Summary:

Responsible for the overall planning, design, and implementation of a comprehensive education program. Ensures that the educational component meets all applicable state, local, and licensing requirements for educational programs and coordinates educational staff.

Essential Functions:

1. Assess new referrals to the program and arrange or conduct testing and evaluations as needed.
2. Participate in case conferences and individual education plan reviews.
3. Maintain appropriate contact with applicable school districts.
4. Function as program advocate and educational advisor for youth.
5. Attend staff and management team meetings.
6. Maintain all educational documentation for each youth in accordance with agency and funding agency requirements.
7. Perform physical intervention in the event of a client crisis.
8. Perform all duties in accordance with the agency's policies and procedures.

(The essential functions listed in this section are not limited only to the tasks listed and may include other duties as assigned)

Qualification/Education/Experience/Personal Characteristics:

1. Must be able to perform each essential duty satisfactorily.
2. Master's degree (M.A.) in Education or special Education; and two or more years of experience related to classroom teaching or primary service responsibilities including assessments, development and implementation of individual case plans, development and coordination of services and placement recommendations and referrals for court-involved or emotionally disturbed youth. Must have demonstrated experience with personnel supervision.
3. High energy level, superior interpersonal skills and ability to function in a team atmosphere.
4. Good communication skills.
5. Must hold a valid drivers license.
6. Must possess excellent vision and hearing, and the ability to read and speak English.

Physical Demands:

General requirements:

1. Full upper extremity range of motion
2. Full lower extremity range of motion

***Continuous:** Hearing, talking, sitting
***Frequent:** Standing, walking
***Occasional:** Reaching with hands and arms, stooping and crouching

RECEIPT AND REVIEW OF FUNCTIONAL JOB REQUIREMENTS

I, _____, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. I understand that the contents as presented are a matter of information and should in no way be construed as a contract between NFI and its employees. NFI reserves the right to change any part of this job description as circumstances require.

Employee's Signature _____ Date _____

Manager's Signature _____ Date _____

NFI NORTH, INC.
FUNCTIONAL JOB DESCRIPTION

Job Classification: Special Education Teacher (L1) **Reports to:** Program Director or
Education Director

FLSA Status: Exempt

Job Summary:

Teaches elementary and secondary school subjects in schools or other specialized facilities to students with special needs in learning.

Essential Functions:

1. Conduct testing, plans curriculum and prepares instructional materials to meet individual needs of students, considering state and school requirements, physical, emotional, and educational levels of development.
2. Confers with parents, administrators, testing specialists, social workers, and others to develop educational program for students.
3. Works with students to increase motivation, provide consistent reinforcement to learning, continuous assessment of level of functioning, and continuous feedback to student for all learning activities.
4. Attend weekly staff meetings, community meetings, Individual Educational Plan Reviews and case conferences.
5. Maintain educational records and prepare weekly progress reports for parents, the sending school district and case managers. Maintain contact with all applicable school districts.
6. Attend applicable workshops and in-service trainings and meet with the Program Director and/or Education Director on a regular basis.
7. Function as program advocate and educational advisor to students and plan educational/vocational field trips.
8. Perform physical intervention in the event of a youth crisis.
9. Perform all duties in accordance with the agency's policies and procedures.

(The essential functions listed in this section are not limited only to the tasks listed and may include other duties as assigned)

Qualification/Education/Experience/Personal Characteristics:

1. Must be able to perform each essential duty satisfactorily.
2. Bachelor's degree (B.A.) from a four year college or university plus applicable certification. Experience with court-involved or emotionally disturbed youth preferred.
3. Must be certified to teach in the state in which the education program is located and in Special Education.
4. High energy level, superior interpersonal skills and ability to function in a team atmosphere.
5. Good communication skills.
6. Must hold a valid drivers license.
7. Must possess excellent vision and hearing, and the ability to read and speak English.

Physical Demands:

General requirements:

1. Full upper extremity range of motion
2. Full lower extremity range of motion

*Continuous: Hearing, talking

*Frequent: Standing

*Occasional: Walking, sitting, reaching with hands and arms, stooping and crouching

RECEIPT AND REVIEW OF FUNCTIONAL JOB REQUIREMENTS

I, _____, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. I understand that the contents as presented are a matter of information and should in no way be construed as a contract between NFI and its employees. NFI

reserves the right to change any part of this job description as circumstances require.

Exhibit A-1

Employee's Signature _____ Date _____

Manager's Signature _____ Date _____

NFI NORTH, INC.
FUNCTIONAL JOB DESCRIPTION

Job Classification: Teacher's Aide (M1) **Reports to:** Education Director/Education Coordinator
FLSA Status: Non-exempt

Job Summary:

Performs instructional tasks in classroom to assist program teaching staff.

Essential Functions:

1. Discuss assigned subject matter with classroom teacher to coordinate instructional efforts and assist in the delivery of classroom instruction.
 2. Prepares lesson outlines and plans in assigned areas and submits to teacher for review.
 3. Monitors the classroom and substitute teaches as needed.
 4. Plans, prepares, and develops various teaching aids such as bibliographies, charts, and graphs.
 5. Presents subject matter to students, utilizing a variety of methods and techniques such as lecture, discussion, and supervised role playing.
 6. Prepare, administers, and grades examinations.
 7. Assists students, individually or in groups, with lesson assignments to present or reinforce learning concepts.
 8. Attend staff and community meetings.
 9. Functions as program advocate and educational advisor to students.
 10. Perform physical intervention in the event of a client crisis.
 11. Perform all duties in accordance with the agency's policies and procedures.
- (The essential functions listed in this section are not limited only to the tasks listed and may include other duties as assigned)*

Qualification/Education/Experience/Personal Characteristics:

1. Must be able to perform each essential duty satisfactorily.
2. Bachelor's degree (B.A.) from four-year college or university; or one to two years related experience and/or training; or equivalent combination of education and experience.
3. High energy level, superior interpersonal skills and ability to function in a team atmosphere.
4. Good communication skills.
5. Must hold a valid drivers license.
6. Must possess excellent vision and hearing, and the ability to read and speak English.

Physical Demands:

General requirements:

1. Full upper extremity range of motion
2. Full lower extremity range of motion

- *Continuous: Hearing, talking
- *Frequent: Standing
- *Occasional: Walking sitting, reaching with hands and arms, stooping and crouching

RECEIPT AND REVIEW OF FUNCTIONAL JOB REQUIREMENTS

I, _____, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. I understand that the contents as presented are a matter of information and should in no way be construed as a contract between NFI and its employees. NFI reserves the right to change any part of this job description as circumstances require.

Employee's Signature _____ Date _____

Manager's Signature _____ Date _____

NFI NORTH, INC. (NFI)
FUNCTIONAL JOB DESCRIPTION

Job Classification: Clinical Case Manager III (51) **Reports to:** Clinical Coordinator
FLSA Status: Exempt

Job Summary:

Provide case management and clinical services to assigned participants. Is responsible for administrative duties and clinical support for participants as well as providing clinical training and support for staff.

Essential Functions:

1. Works directly in treatment relationship with participants, in consultation with treatment team.
2. Maintains contact with all referring agencies, case workers, families, etc.
3. Participate in treatment plan meetings, case conferences, court hearings and other clinical meetings.
4. Facilitate intake process for new referrals.
5. Develop curricula for and facilitate therapeutic services as appropriate.
6. Refer and actively connect participant and/or participant's family to their community resources.
7. Facilitate and coordinate clinical trainings and clinical support to staff in conjunction with management team.
8. Provide all clinical documentation for each participant in accordance with agency and funding agency requirements.
9. Create crisis plans for consumers.
10. Participate in on-call system.
11. Transport participant to appointments as needed.
12. Perform physical intervention in the event of a client crisis.
13. Perform all duties in accordance with the agency's policies and procedures.

(Essential functions listed are not limited only to the tasks listed and may include other duties as assigned)

Qualification/Education/Experience/Personal Characteristics:

1. Must be able to perform each essential duty satisfactorily.
2. Master's degree (M.A.) or equivalent; or Bachelors Degree in human service field with four years related experience and/or training; Experience with the client population preferred.
3. Excellent communication skills.
4. High energy level, superior interpersonal skills and ability to function both independently and as part of a team.
5. Must hold a valid driver's license.
6. Must possess excellent vision and hearing, and the ability to read and speak English.

Physical Demands:

General requirements:

1. Full upper extremity range of motion
2. Full lower extremity range of motion

Continuous: Hearing, talking, sitting
Frequent: Standing, walking
Occasional: Reaching with hands and arms, stooping and crouching

RECEIPT AND REVIEW OF FUNCTIONAL JOB REQUIREMENTS

I, _____, have read, understand and agree to the above functional job description. I understand the essential functions, qualifications, education, experience, and physical demands of the position and acknowledge that I am capable of performing all of the essential functions of this position without reasonable accommodation or I have informed you of my need for an accommodation. I understand that the contents as presented are a matter of information and should in no way be construed as a contract between NFI and its employees. NFI reserves the right to change any part of this job description as circumstances require.

Employee's Signature _____ Date _____

Manager's Signature _____ Date _____

November 2011

Contractor Initials R-D
Date 2/6/14



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESEA.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

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

R.D.
2/6/14



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 fundors 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 fundors, 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;

RD
Date 2/4/14



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

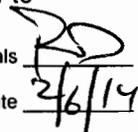
RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

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



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

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

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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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

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2/6/14



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

2/6/14
Date

Contractor Name: NFI North, Inc

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

Contractor Initials PD
Date 2/6/14



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

2/6/14
Date

Contractor Name: NFE NORTH, Inc

Name: Paul C. Dunn PhD
Title: EXECUTIVE DIRECTOR





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

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

INSTRUCTIONS FOR CERTIFICATION

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

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2/6/14



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

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

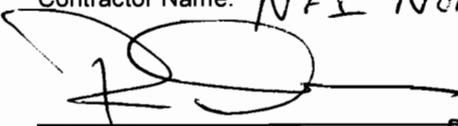
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Date 2/6/14

Contractor Name: NFI NORTH, Inc

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

Contractor Initials PLD
Date 2/6/14



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.

2/6/14
Date

Contractor Name: NFI WORK, Inc

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

Contractor Initials PLD
Date 2/6/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

2/6/14
Date

Contractor Name: NFI NORTH, Inc.

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

Contractor Initials 
Date 2/6/14



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

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2/6/14



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
3. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

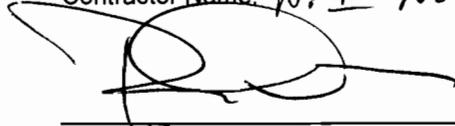


Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

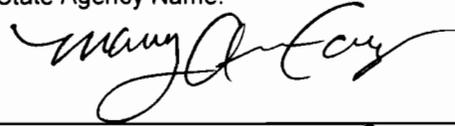
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

2/6/14
Date

Contractor Name: NFI NORTH, Inc

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

State Agency Name:

2/20/14
Date


Name: Mary Ann Cooney
Title: Associate Commissioner

Contractor Initials PLD
Date 2/6/14



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

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

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

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

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

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

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

2/6/14
Date

Contractor Name: NFI North, Inc

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

Contractor Initials 
Date 2/6/14



FORM A

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

1. The DUNS number for your entity is: 94 582 695 1
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

RD
2/6/14

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of February A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of NFI North Inc.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 15, 2013
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6 day of February, 2014.
(Date Contract Signed)

4. Paul L Darr is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Douglas Giles
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Merrimack

The forgoing instrument was acknowledged before me this 6th day of February, 2014.

By Doug Giles
(Elected Officer of the Agency)



Joanne M. Daufen
(Notary Public/Justice of the Peace)

Commission Expires: July 24, 2018

AGENCY MISSION EXCERPT FROM ARTICLES OF INCORPORATION

To operate exclusively for charitable and educational purposes including operating group homes or residences or other programs for troubled youth, persons with mental illness or mental retardation.

And in general to do and perform such things and acts and transact such business in connection with the foregoing objectives not inconsistent with RSA Chapter 292 and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or any successor provision or provisions for either).



NFI NORTH, INC.

Financial Statements

June 30, 2012

(With Independent Auditors' Report Thereon)

NFI NORTH, INC.

Financial Statements

June 30, 2012

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

Independent Auditors' Report

The Board of Directors
NFI North, Inc.:

We have audited the accompanying statement of financial position of NFI North, Inc. (NFIN) as of June 30, 2012, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of NFIN's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NFIN's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFIN as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued our report dated September 28, 2012 on our consideration of NFIN's internal control over financial reporting and 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 the internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

KPMG LLP

September 28, 2012

NFI NORTH, INC.
Statement of Financial Position
June 30, 2012

Assets

Current assets:	
Cash and equivalents	\$ 94,249
Accounts receivable, net (note 2)	1,045,332
Prepaid expenses and other current assets	63,608
Due from affiliate (note 7)	<u>7,153</u>
Total current assets	<u>1,210,342</u>
Property and equipment (note 4):	
Land	535,992
Buildings and improvements	6,706,936
Equipment and furnishings	672,054
Motor vehicles	<u>932,444</u>
	8,847,426
Less accumulated depreciation	<u>(3,556,424)</u>
Property and equipment, net	<u>5,291,002</u>
Due from affiliate (note 7)	53,706
Other assets	<u>653,838</u>
Total assets	<u><u>\$ 7,208,888</u></u>

Liabilities and Net Assets

Current liabilities:	
Current portion of long-term debt (note 4)	\$ 222,988
Accounts payable	89,797
Line of credit (note 3)	1,349,275
Accrued payroll and related liabilities	570,141
Other accrued expenses	126,384
Deferred revenue	<u>129,124</u>
Total current liabilities	<u>2,487,709</u>
Long-term liabilities:	
Long-term debt, net of current portion (note 4)	<u>3,339,850</u>
Total liabilities	<u>5,827,559</u>
Net assets:	
Unrestricted	1,348,645
Temporarily restricted	<u>32,684</u>
Total net assets	<u>1,381,329</u>
Total liabilities and net assets	<u><u>\$ 7,208,888</u></u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Activities
Year ended June 30, 2012

Changes in unrestricted net assets:	
Revenues and other support:	
Contracts, net (note 2)	\$ 13,420,859
Contributions:	
In-kind	66,649
Other	17,732
Interest and dividends	22,054
Miscellaneous	3,178
	<u>13,530,472</u>
Net assets released from program restrictions	19,376
Total revenues and other support	<u>13,549,848</u>
Expenses:	
Program services	12,776,869
Supporting services (note 7)	1,237,871
Total expenses	<u>14,014,740</u>
Decrease in unrestricted net assets before nonoperating activities	(464,892)
Nonoperating revenues (expenses):	
Gain on disposal of property and equipment	25,292
Other	(14,471)
Decrease in unrestricted net assets	<u>(454,071)</u>
Changes in temporarily restricted net assets:	
Contributions	8,938
Net assets released from program restrictions	(19,376)
Decrease in temporarily restricted net assets	<u>(10,438)</u>
Decrease in net assets	(464,509)
Net assets at beginning of year	<u>1,845,838</u>
Net assets at end of year	<u>\$ 1,381,329</u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Functional Expenses
Year ended June 30, 2012

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 9,896,034	518,475	10,414,509
Other expenses:			
Contracted services	374,073	501,767	875,840
Other direct costs	537,086	86,430	623,516
Occupancy	509,113	13,487	522,600
Consumables	462,651	—	462,651
Transportation	203,601	34,967	238,568
Interest	188,510	35,348	223,858
Equipment	98,296	26,336	124,632
In-kind contributions	66,649	—	66,649
	<u>2,439,979</u>	<u>698,335</u>	<u>3,138,314</u>
Depreciation and amortization	440,856	21,061	461,917
Total expenses	<u>\$ 12,776,869</u>	<u>1,237,871</u>	<u>14,014,740</u>

See accompanying notes to financial statements.

NFI NORTH, INC.
Statement of Cash Flows
Year ended June 30, 2012

Cash flows from operating activities:	
Decrease in net assets	\$ (464,509)
Adjustments to reconcile increase in net assets to net cash used in operating activities:	
Depreciation and amortization	461,917
Gain on sale of property and equipment	(25,292)
Changes in assets and liabilities:	
Accounts receivable, net	(273,514)
Prepaid expenses and other current assets	(6,258)
Other assets	133,226
Accounts payable	32,701
Accrued payroll and related liabilities	121,912
Other accrued expenses	46,399
Deferred revenue	(179,868)
Net cash used in operating activities	<u>(153,286)</u>
Cash flows from investing activities:	
Purchases of property and equipment	(598,015)
Proceeds from sale of property and equipment	25,933
Decrease in due from affiliate	74,607
Net cash used in investing activities	<u>(497,475)</u>
Cash flows from financing activities:	
Issuance of long-term debt	307,026
Repayments of long-term debt	(703,577)
Advances from line of credit	1,374,275
Repayments on line of credit	(325,000)
Net cash provided by financing activities	<u>652,724</u>
Net increase in cash and equivalents	1,963
Cash and equivalents at beginning of year	<u>92,286</u>
Cash and equivalents at end of year	<u>\$ 94,249</u>
Supplemental data:	
Cash paid for interest	\$ 223,858

See accompanying notes to financial statements.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2012

(1) Summary of Significant Accounting Policies

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

(a) Basis of Presentation

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

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

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

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

(b) Revenue Recognition

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

(c) Income Taxes

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

(d) Use of Estimates

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

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2012

results could differ from those estimates. The current economic environment increases the uncertainty of those estimates.

(e) *Concentration of Risk*

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

(f) *Cash Equivalents*

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

(g) *Property and Equipment*

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

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

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

(h) *Self-Insurance*

NFIN is self-insured for employee medical healthcare costs. At June 30, 2012, the estimated liability for healthcare claims incurred but not yet reported or paid was \$69,807 and is included in accrued payroll and related liabilities in the accompanying statement of financial position.

(i) *In-Kind Contributions*

In-kind contributions are generally recognized at fair value on the date received. For the year ended June 30, 2012, NFIN received in-kind contributions of rent, services, equipment and furnishings, and consumables amounting to \$66,649.

(j) *Subsequent Events*

NFIN has evaluated events subsequent to June 30, 2012 and through September 28, 2012, which is the date that the financial statements were available to be issued. NFIN has determined there are no material events that would require recognition or disclosure in this report through this date.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2012

(2) Accounts Receivable

Accounts receivable of \$1,045,332 is carried net of an allowance for estimated contractual adjustments and doubtful accounts receivable of \$2,266. Contract revenues of \$13,420,859 in 2012 have been increased by contractual adjustments of \$5,687.

(3) Line of Credit

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV) and NFI Massachusetts, Inc. (NFI), an on-demand \$8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate per annum equal to the Wall Street Journal Prime Rate, plus 0.50% per annum, (3.75% at June 30, 2012). Borrowings under the line are jointly guaranteed by NAFI, NFIN, NAFICT, NFIV and NFI and are collateralized by substantially all of their assets.

Borrowings under the line of credit are due upon demand, and the line is subject to annual renewal. At June 30, 2012, \$2,224,275 was outstanding under this line of credit, of which \$1,349,275 was due from NFIN.

In addition, NAFI has entered into Letter of Credit agreements with TD Bank for the year ended June 30, 2012 for a total of \$3,103,392. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized with additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

(4) Long-Term Debt

Long-term debt at June 30, 2012 consisted of the following:

Interest rate	Fiscal year due	Amount
Mortgages payable, secured by real estate:		
8.00% fixed	2013	\$ 2,324
5.08% fixed	2014	355,428
7.08% variable	2016	498,618
6.43% fixed	2018	530,270
7.00% variable	2026	88,271
0.00%* fixed	2027	160,000
8.00% fixed	2027	50,608
0.00%* fixed	2028	160,000
8.00% fixed	2028	49,996
8.00% fixed	2030	244,419
7.00% fixed	2030	149,272
7.00% fixed	2030	138,939
0.00%* fixed	2030	125,000
0.00%* fixed	2030	116,767

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2012

<u>Interest rate</u>	<u>Fiscal year due</u>	<u>Amount</u>
7.00% fixed	2031	\$ 343,720
4.75% variable	2031	154,014
0.00%* fixed	2031	100,000
Total mortgages payable		<u>3,267,646</u>
Vehicle notes, secured by automobiles:		
3.90% fixed – total of six (6) notes	2013	1,470
0.00% fixed	2015	29,771
0.00% fixed	2015	25,871
0.00% fixed	2015	25,871
0.00% fixed	2015	25,870
0.00% fixed	2015	25,870
0.00% fixed	2015	25,870
1.90% fixed	2015	24,064
1.90% fixed	2017	28,239
1.90% fixed	2017	28,231
1.90% fixed	2017	27,711
1.90% fixed	2017	26,354
Total vehicle notes payable		<u>295,192</u>
Total long-term debt		3,562,838
Less current portion		<u>(222,988)</u>
Total long term debt, net of current portion		<u>\$ 3,339,850</u>

* Certain mortgages payable to housing authorities provide that a portion of the principal will be forgiven at the end of the loan period if the underlying properties are used to provide housing in accordance with stipulated conditions. In addition, certain mortgages payable contain various prepayment penalties.

On February 14, 2002, NFIN issued New Hampshire Health and Education Facilities Authority Revenue Bonds, Series 2002 in the amount of \$1,088,000 at a fixed rate of 5.91%. On February 29, 2012 NFIN paid off the balance remaining of \$474,274 with line of credit borrowing. Unamortized bond issuance costs of \$14,449 were written off and reported as nonoperating loss in the accompanying statement of activities.

NFIN is required to maintain certain debt service coverage ratios. NFIN was in compliance with all of their debt covenants.

NFI NORTH, INC.
Notes to Financial Statements
June 30, 2012

Scheduled repayments of long-term debt are as follows:

	<u>Amount due</u>
Year ending June 30:	
2013	\$ 222,988
2014	487,103
2015	181,531
2016	128,648
2017	124,014
Thereafter	<u>2,418,554</u>
	<u>\$ 3,562,838</u>

Interest expense was \$223,858 for the year ended June 30, 2012.

(5) Operating Leases

NFIN leases certain property, motor vehicles, and equipment under noncancelable (except under certain circumstances) operating lease arrangements. Rental and lease expense amounted to \$98,632 for the year ended June 30, 2012, including \$60,308 of related party property charges described in note 7. Future minimum lease payments as of June 30, 2012 are as follows:

	<u>Amount due</u>
Year ending June 30:	
2013	\$ 21,948
2014	15,072
2015	9,606
2016	<u>290</u>
	<u>\$ 46,916</u>

(6) Retirement Plan

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's board of directors. NFIN elected not to make a contribution for the year ended June 30, 2012.

(7) Related-Party Transactions

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to \$608,224 for the year ended June 30, 2012, and have been included in supporting services expenses in the accompanying statements of activities and functional expenses.

NFI NORTH, INC.

Notes to Financial Statements

June 30, 2012

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was \$60,308 for the year ended June 30, 2012, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2012 in the amount of \$60,859. This amount has been reported as due from affiliate in the accompanying statement of financial position and the current portion, \$7,153 is expected to be received within one year.

NAFI and affiliated corporations may periodically make short term loans, not to exceed one year, to its affiliated corporations, secured by documentation evidencing such indebtedness. The documentation shall include date and amount of request, interest rate, and other appropriate terms approved by the Executive Director of Administrative Services and the Executive Director of the borrowing affiliated corporation. In fiscal 2012, NFIN paid NAFI Connecticut, Inc. (NAFICT), an affiliate, an interest fee, based on prime rate less 0.50%, for usage of certain cash reserves. The amount of related interest expense recorded in the accompanying statement of activities for the year ended June 30, 2012 was immaterial.



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

**Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance with
*Government Auditing Standards***

The Board of Directors
NFI North, Inc.:

We have audited the financial statements of NFI North, Inc. (NFIN), as of and for the year ended June 30, 2012, and have issued our report thereon dated September 28, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

Management of NFIN is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered NFIN's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NFIN's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of NFIN's internal control over financial reporting.

A deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.



Compliance and Other Matters

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

This report is intended solely for the information and use of the board of directors, management, federal awarding agencies, pass through entities and state awarding agencies and is not intended to be and should not be used by anyone other than these specified parties.

KPMG LLP

September 28, 2012

NFI NORTH, INC.

OFFICERS

Title	Name	Address
President	Suanne Nader Educator	[REDACTED]
Treasurer	Leslie Grant CPA	[REDACTED]
Clerk/Secretary	Sue Allen Business Women/Consumer	[REDACTED]

BOARD OF DIRECTORS

Name	Occupation	Address
Doug Giles	Retired Fire Fighter/Organic Farmer	[REDACTED]
Leslie Grant	CPA	[REDACTED]
Sue Allen	Business Women/Consumer	[REDACTED]
Suanne Nader	Educator	[REDACTED]
Jan Arsenault	Director of Graduate Program New England College	[REDACTED]
Heidi Edwards Dunn	Educational Program Coordinator NH Small Business Administration	[REDACTED]

Stacey Kolb is eligible for
Paraeducator II certification
upon receipt of official
College transcripts. Call
our office if you have
any questions. Thank you!

Julie Rich
Julie Rich
271-2409
N.H. Dept. Ed.



Objective

Military spouse seeking the position of Shift Supervisor

Summary of Qualifications

BA Psychology San Diego State University

- Problem solving
- Strong communication skills
- Customer service
- Very organized with attention to detail
- Team player
- Comfortable with Microsoft Word and Excel

Experience

Business Owner

2010-2013

Owned and operated a successful home childcare business. Was responsible for every administrative aspect of this business, as well as providing quality childcare for military families. Maintained an appropriate budget for all aspects of this business. Ran billing for all clients. Updated client files with records for 15 clients supporting all 15 accounts. Scheduled meeting times, arranged and maintained household and office integrity and food orders for three meals a day for all 15 clients. Managed all business accounts and administrative duties for a home business. Assisted the Director of the program in administrative duties, scheduling meetings, delegating tasks and duties for eight other childcare providers.

Behavior Therapist

January 2010- October 2010

Worked one on one with developmentally disabled youths in their homes. Kept open and confidential communication between parents, teachers, and other behavior therapists. Applied ABA techniques along with positive behavior support plans and following individual educational plans. Experience with PEC systems, operating and instructing.



Education

San Diego State University

Bachelor of Arts Psychology May 2009

- 3 semesters of Spanish language courses.
- Worked as the assistant to the engineer at the recreation center on campus
- Learned the use of SPSS for statistical analysis

College of the Redwoods

General Education 2002-2005

- Intercollegiate Softball for 4 semesters learning the quality of being a team member
- Completed my General Education to stay close to family

Eureka Senior High School

High School Diploma June 2002

- High school graduate
- Varsity Softball, Basketball, and Soccer

Skills

I have experience in management as well as teaching and coaching. I have volunteered to coach many little league softball and basketball teams as well as served as a camp counselor in multiple youth athletic camps and clinics. I have served as an owner/operator and manager in my home childcare business. As a military spouse I have diligently operated a rewarding business, a long with running a household without the support of a deployed husband.

Linda A. Saleski, M.Ed., C.A.G.S.

Objective

Helping young people learn how to develop their potential for success in all areas of their lives.

Experience

Ellsworth High School

Mathematics Teacher

Ellsworth, ME

2011-present

Taught Geometry, Honors Geometry, Algebra II, and Trigonometry. Participated on the Leadership Team for Ellsworth High School. Facilitated the Professional Learning Community group for mathematics. Worked with colleagues to design and implement initiatives for the improvement of mathematics learning at EHS.

Antrim Girls Shelter and

Education Services for Girls, Lutheran Social Services of Northern New England

Teaching Principal

Antrim, NH

2007-present

Responsible for all aspects of education program, including hiring and supervision of teachers, educational reporting for state and federal agencies, grant writing, identifying and developing curriculum materials appropriate for the needs of the short term at-risk population (AGS) served. January 2011 negotiated and launched Education Services for Girls, a collaborative effort with the local school district to provide educational services for young women. Developing school year, full day school program for at-risk girls from the surrounding communities. Leading the effort to develop curriculum as well as develop math curriculum for new school program aligned with NH Curriculum Frameworks and Common Core State Standards.

In-house Training Coordinator (2005-present)

Responsible for setting up professional development and providing training for the Antrim Girls Shelter program. Responsible for developing training materials for the therapeutic behavioral system used by staff.

Education Instructor

2004-2007

Taught Independent Living, Language Arts, Science, Social Studies, and Mathematics. Wrote and developed curriculum materials for these courses. Mentored new teachers.

Trinity Christian Academy

Teacher and High School Team Leader

Peterborough, NH

2003-2004

Responsible for educational program for grades 9-12, including identifying curriculum materials to support the program. Mentored new teachers. Taught Calculus, Algebra 2, English 9-12.

Nashua Christian Academy

Teacher and High School Team Leader, Middle School Team Leader

Nashua, NH

1998-2003

Initial team leader for new high school program. Part of the school board. Responsible for developing grade reporting/transcript systems; hiring teachers; designing instructional program including procuring curriculum materials and creating schedule. Supervised the development of the curriculum based on the NH Curriculum Frameworks. Taught various subjects including U.S. History, Algebra 1, Geometry, Algebra 2, and Chemistry. As middle school team leader, responsible for curriculum design and implementation, in addition: grade reporting and discipline. Teaching responsibilities included grades 6-8 mathematics as well as general science and earth science.

Faith Christian Academy

Teacher and Middle School Team Leader

Bedford, NH

1992-1998

Responsible for the design and procurement of computer lab. Provided professional development for teaching staff, including ongoing support for technology integration in content areas grades 3-8. Responsible for coordinating grades 6-8 education efforts including biblical integration initiatives. Taught mathematics for 5-8, including pre-algebra and Algebra 1. Also worked with first grade teacher to develop homework activities to aid parents in developing first grade mathematics skills.

Villa Augustina Academy

Computer Education Teacher

Goffstown, NH

1989-1992

Designed and implemented computer education curriculum for grades K-8. Worked with teachers to integrate computer technology into content area curriculum. Taught computer education grades 1-8.

Professional Memberships

National Council of Teachers of Mathematics since 1992

Association for Supervision and Curriculum Development since 1992

Education

Rivier College

Nashua, NH

NH Principal Certification, December 2008-Present

Internship: Hillsborough-Deering Middle School: develop and provide technical assistance for personalized learning component of Follow the Child initiative.

Certificate of Advanced Graduate Study: Leadership and Learning May 2008

Capstone project topic: Developing and assessing "community" in schools

Maine Mathematics Certification (7-12) Conditional (pending PRAXIS results)

NH Mathematics Certification (7-12) 1992-present

M.Ed. Secondary Education 1992

Additional Mathematics Education Training

Plymouth State University
Plymouth, NH, 1993

Elementary Math Leadership Course
Middle School Math Leadership Course

University of Massachusetts

Dartmouth, MA

B.S. Computer Science 1987

Special Education Certification Generic Mild Moderate Combo
Special Education Administrator Certification

PERSONAL

Honorably Discharged Veteran of the United States Air Force, 1980
Resided in 10 states and 2 foreign countries
Currently hold certifications of Special Education in New Hampshire and Louisiana
Interim Director of Special Education license
Fluent in 2 foreign languages – Russian and French
Nominated for NFI Shining Star Award 2003, 2004 and 2005
Awarded Youth Leader Ship Award 2007
NFI Super Hero Award 2011

Current Job Responsibilities

- Liaison between sending school districts, parents and the Davenport
- Liaison between the Davenport and community service activities to include:
 - Morrison Nursing Home
 - Berlin Head Start Program
 - Col own Recreation Center
 - Riverside Animal Shelter
 - Kindercenter Preschool
 - Rogers Campground
- Liaison for transitional activities to include:
 - Emerson Driving School
 - Project Renew
 - Project Second Start
 - Berlin Adult Education
 - Berlin Technical College
 - DHHS Independent Living Coordination
 - HISET/GED Coordinator

Linda A. Slusarz - Saleski

State of New Hampshire

State Board of Education
Experienced Educator Certificate

EdID# 43944
DATE OF ISSUE: 06/19/2013
VALID DATE: 06/19/2013 - 06/30/2016

ENDORSEMENT(S)
Principal

Mathematics (7-12)


Virginia M. Berry, Ph.D.
Commissioner of Education


Joseph D. Faxon, Ed.D.
Division Director

THIS CERTIFIES THAT THE PERSON NAMED ABOVE IS AUTHORIZED FOR EMPLOYMENT
IN NEW HAMPSHIRE SCHOOLS IN ACCORDANCE WITH RSA 106:11-X

Lorraine Sanders

Objective: Securing a position in the education field

EXPERIENCE

Central Oahu School Systems, Oahu, Hawaii Sept 88 to April 90
Day and Block Substitute Teacher
Follow lesson plans developed by regular and special education teachers

South Polk Elementary, Fort Polk, Louisiana Sept 90 to June 98
Special Education Teacher grades 2, 3, and 4
Developed and implemented IEP's for Inclusionary, Resource and Self-Contained Settings, developed and implemented behavior modification plans

Whitefield Elementary School, Whitefield, New Hampshire Sept 98 to June 01
Special Education Teacher/Case Manager for grades K-8
Developed and implemented IEP's for Inclusionary and Resource settings, developed and implemented behavior modification plans. Developed lesson plans for and taught Life Skills Program for grades 5 and 6.

Concord School, Concord Vermont August 01 to June 02
Inclusionary Specialist grades 4 and 5
Implemented IEP Programs as written by the Special Education Case Manager and Developed strategies for modifications and accommodations for special needs students within the regular education classroom.

NFI Davenport School August 02 to August 10
Education Coordinator grades 7 – 12
Developed and oversaw the implementation of IEP's, worked with sending school districts To ensure services, tracked, transcripts, supervised staff of 2 teachers and 2 paraprofessionals, Mentor to new Special Education Teachers

Special Education Administrator August 10 to present
Oversee the intake and implementation of IEP's and work with LEA's to ensure continuity in Adjudicated youth grades 5 to 12 for both northern NFI Programs. Supervise a staff of 3 teachers and 3 paraprofessionals

EDUCATION

Ladycliff College, Highland Falls, New York
Graduated May 1973
BA Degree in English and Psychology

Community College of the Air Force
Awarded 1979
AA Degree in Russian Linguistics

Northwestern State University of Louisiana
Awarded June 1998

ENDORSEMENT(S)

0006 - Special Education Administrator
1900 - General Special Education

ISSUE DATE

06/28/2011
06/28/2011

ATT: Jan W.

State of New Hampshire
 State Board of Education
 EdID# 63878
 State Endorser Lorraine A. Sanders
 Date of Issue 06/28/2011
 Endorsement(s) 0006, 1900
 Valid Date: 06/28/2011 - 06/30/2014

RECEIVED
JUL 21 2011

BY:

Lorraine A. Sanders
 State of New Hampshire
 State Board of Education
 Experienced Educator Certificate
 EdID#: 63878
 DATE OF ISSUE: 06/28/2011
 VALID DATE: 06/28/2011 - 06/30/2014

ENDORSEMENT(S)
 Special Education Administrator
 General Special Education

Virginia M. Barry, Ed.D.
 Commissioner of Education

Judith D. Fuller, Ed.D.
 Division Director

THIS CERTIFIES THAT THE PERSON NAMED ABOVE IS AUTHORIZED FOR EMPLOYMENT
 IN NEW HAMPSHIRE SCHOOLS IN ACCORDANCE WITH RSA 186:11.15

NEIL E. STREIT

Objective: to work in an educational setting where I could utilize my knowledge and experience working with youth as a counselor and educator, who are concerned with improving themselves by achieving the necessary education that will assist in helping them realize their desired life aspirations.

Related Work Experience

North American Family Institute-NCS P.O. Box 160 Jefferson NH. 03583	Direct Care Counselor Education Coordinator Relief Counselor Title I/Classroom Teacher	2008-2013 2002-2008 2000-2002 1999-2000
Northumberland Board of Education 8 Preble Groveton, NH 03580	Title 1 Project Manager Classroom Teacher-Grade 4 w/focus on Math	2001-2002 2000-2001
Clinton Board of Education 112 Glenwood Road Clinton, CT. 06413	Substitute Teacher-Grades K-5	1986-1989
US Naval Forces, Caribbean Ponce, Puerto Rico	Classroom Teacher- Recreational Supervisor	1976-1979
Unified School District 395 Osborne, KS	Classroom Teacher-Grades 4, 5, 6	1975-1976

Unrelated Work Experience:

Moulton Farm Jefferson, NH 03583	Farm manager	1990-Present
Del's Fish and Chips Westbrook, CT	Restaurant Manager	1980-1990

EDUCATION:

Granite State College-University System of New Hampshire - General Special Education Certification

Southern Connecticut State University, New Haven, CT - M.S. Early Childhood Education

Fort Hays State University, Hays, KS - **Post Graduate Studies:** Children's Literature, Children with Learning Disabilities and Child Behavior and Development

Fort Hays State University, Hays, KS - B.S. Elementary Education

Cloud County Community Jr. College, Concordia, KS - A.S. Agri-Business

Neil F. Streit

State of New Hampshire

State Board of Education

Paradeucator II

ENDORSEMENT(S)
Paradeucator - II

EAD#: 45701
DATE OF ISSUE: 07/24/2013
VALID DATE: 07/24/2013 - 06/30/2016

Virginia M. Berry, Ph.D.
Commissioner of Education

Virginia M. Berry

TGS CERTIFIES THAT THE PERSON NAMED ABOVE IS AUTHORIZED FOR EMPLOYMENT
IN NEW HAMPSHIRE SCHOOLS IN ACCORDANCE WITH RSA 168:11X

Judith D. Pillion, Ed.D.
Division Director

Judith D. Pillion

Streit

NFI North, Inc.

Key Personnel- Academic School Year Component

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Linda Saleski	Ed. Coordinator	\$50,000	0	0
Stacey Kolb	Title 1 Aide	\$12.50/hr	100%	\$31,060.00
Lorraine Sanders	Ed. Coordinator	\$45,399	0	0
Neil Streit	Title 1 Aide	\$14.38/hr	100%	\$31,060.00

NFI North, Inc.

Key Personnel-Summer School Component

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Linda Saleski	Ed. Coordinator	\$50,000	0	0
Stacey Kolb	Title 1 Aide	\$12.50/hr	100%	\$ 1,339.00
Lorraine Sanders	Ed. Coordinator	\$45,399	0	0
Neil Streit	Title 1 Aide	\$14.38/hr	100%	\$ 1,339.00
To Be Determined	Teacher	\$24.67/hr	100%	\$ 1,605.00
To Be Determined	Teacher	\$24.67/hr	100%	\$ 1,605.00

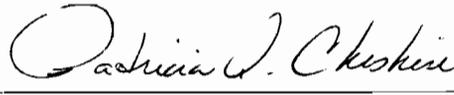
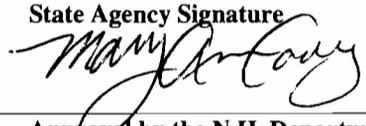
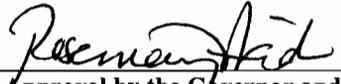
Subject: Title I, Part D, Subpart 1, Elementary and Secondary Education Act (ESEA) Grant

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 & Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Pine Haven Boys Center		1.4 Contractor Address 133 River Road Allentown, NH 03275	
1.5 Contractor Phone Number (603) 485-7141	1.6 Account Number 05-95-40-404010-5830	1.7 Completion Date August 31, 2014	1.8 Price Limitation \$81,200
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Maroni, Principal 2/20/14	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>2/20/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  PATRICIA A. CHESHIRE, Notary Public My Commission Expires April 25, 2014			
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA A. CHESHIRE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COOLEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3-20-14			
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: mm
Date: 2/20/14

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

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

Cover Sheet to Title I, Part D1 Application

Name of Institution: Pine Haven Boys Center

Name of Institution Contact: Michael Maroni

Contact phone number: 603-485-7141

Contact email address: phbc@comcast.net

Pine Haven Boys Center
Institution Name

TITLE I PART D, SUBPART 1, ESEA

2013-2014

INSTITUTION LEVEL APPLICATION

Contractor Initials MS

Date 2/20/14

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2013-2014 SY	Assessments used to assess these goals? Include pre/post dates for reading and math assessments.	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics	To improve Math fluency as measured by increasing the number of problems solved and student accuracy on the AIMSweb math assessment moving toward proficiency on the NECAP the NH Assessment used to gage NCLB performance.	This year, 100% of students showed at least one years growth in Math. 71% achieved grade level benchmarks in Math. We again expect all students to show at least one years growth.	The student will be assessed three times per year, September, January and June using the AIMSweb math assessments	The Principal, classroom teacher and Title One Teacher will give and analyze the results as a team.
Reading	To improve oral reading fluency as measured by increasing words per	This year with the use of Title I funding, all students were administered the AIMSweb	The student will be assessed three times per year September, January and June	The Principal, classroom teacher and Title One

	minute on the AIMSweb Reading measures moving toward proficiency on the NECAP the NH Assessment used to gage NCLB performance..	Reading fluency as pre and post testing. Pre-testing was used to assess student needs and plan interventions. 100% of students showed at least one years growth in words per minute. 92% achieved grade level in Reading. We expect students to show at least one years growth.	using the AIMSweb Reading measures	Teacher will give and analyze the results as a team.
	To improve oral reading fluency as measured by increasing accuracy on the AIMSweb Reading measures moving toward proficiency on the NECAP the NH Assessment used to gage NCLB performance..	Post-testing showed 100% of the students made at least one year growth in oral reading accuracy, meeting or exceeding expected grade level growth. We expect students to show at least one years growth.	The student will be assessed three times per year September, January and June using the AIMSweb Reading measures	The Principal, classroom teacher and Title One Teacher will give and analyze the results as a team.
	To improve oral reading fluency as measured by increasing comprehension on the AIMSweb Reading measures moving toward proficiency on the NECAP the NH Assessment used to gage NCLB performance..	At least one years growth	The student will be assessed three times per year September, January and June using the AIMSweb Reading measures	The Principal, classroom teacher and Title One Teacher will give and analyze the results as a team.
Vocational Outcomes				

Contractor Initials W
Date 11/02/2

Pine Haven Boys Center
Institution Name

2. Scope of Project

A. Students to Be Served

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

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

Ages	Reading	Mathematics		
5 – 10 years old	9	9		
11-15 years old	11	11		
16-18 years old	0	0		
19 years and older	0	0		

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
1	1	Title One Teacher – responsible for implementing and coordinating interventions, assessments, reports and transition services.	Certification in Reading, Education, Assessment or related field	\$40,000

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

Cindy Lavallee
Name of Individual

Title One Teacher
Title of Individual

Michael Maroni
Name of Individual

Principal
Title of Individual

D. Staff/ Student Ratio's:

Total students enrolled T1 D support 20 divided by Total Title I Staff FTE 1 = 20 to 1

Pine Haven Boys Center
Institution Name

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

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

This program will assess all students in Reading using the AIMSweb Reading measures. The AIMSweb Reading measures assess the 5 Big Ideas in early literacy identified by the National Reading Panel: phonemic awareness, alphabetic principle, accuracy and fluency, vocabulary and comprehension. Math fluency is assessed with the AIMSweb Reading math assessments. Each grade has three subtests based on the focal points laid out by the National Council of Teachers of Mathematics (NCTM). Both assessments are done at the beginning of the year or upon entry to the school and two others time during the year January and June or upon exit from the program. Students scoring more than one grade level behind their grade placement will qualify for the Title One Tutoring Program. During their tutoring sessions the students will receive direct one on one instruction in reading and/or math.

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

The Title One Teacher is responsible for implementing and coordinating all interventions, assessments and reports. Job description attached.

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

Career counseling occurs in inventorying current skills and interest. Career exploration will occur both through instruction and direct time with individuals using technology for virtual exploration as well as real time explorations.

F. Transition Services:

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

Twenty percent of the Title One Teacher's time, at a cost of \$11, 573, will be allocated to providing transition educational services. These include coordinating information and services to the students, receiving schools and their families as they move to a less restrictive environment.

Ten hours of training with our technical consultant at a cost of \$500 will be technology/training specific to use of technology as part of preparation for return to public school.

In total, \$12073 will be reserved for transitional services. This is 21 percent of a \$63665 school year budget.

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

The Title One Teacher will contact the receiving school district and coordinate educational transition services as students prepare to leave Pine Haven and after their departure. This will include educational strategies and recommendations that have been successful at Pine Haven. Follow up support will also occur after the student has left. The transition coordinator would be the Title one teacher with the assistance of the Principal as an in kind service. This would be in coordination with the transition services currently undertaken by the family workers. It would be supplemental to that specifically focusing on the educational needs of the students as documented in the Title one program, services and assessment.

The title one program is envisioned as a supplemental program. The students would receive services in the classroom or when appropriate in a separate setting. The services would be individual in nature depending on the assessed needs of the student. In reading, it would be development of phonetic skills assessed as lacking or weak, development of decoding skills, sight words and work on oral fluency as well as development of comprehension skills. In math it again would be individualized in nature depending on the students assessed needs with a focus on development of basic facts, computation, problem solving and work with graphs. Some students may need a different approach or technique than used in the regular curriculum in learning reading or math.

The family/worker transition staff's time will be spent traveling with the students to their homes and local community preparing students for return. On occasion, the transition staff will travel alone to prepare for the student return to his local community and public school. The goal will be successful re-entry to school, community and family.

Technology training will focus on assessing and developing technology skills for employment and those necessary for successful re-entry to school. Students will engage in on line career counseling activities, helping them to prepare for return to public school. They will also begin pre-vocational activities moving them closer to independence upon return to public school and their families.

Pine Haven Boys Center

Institution Name

G. Professional Development:

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

The Title 1 and institutional staff require specific training in effective reading and Math instruction. This and additional training in the assessment tools (AIMSweb) can be done within our existing Professional development Program, on-line through videos and information available through web based resources. Additionally, Pine Have will continue as a community of learning focusing on research based Reading and Math interventions.

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

A total of ten of hours in training on the educational use of Ipads will be scheduled with our technology consultant. The focus will be on developmentally appropriate applications and research based strategies for use of the Ipads in the classroom. Our technology consultant Matt Woodrow is the Director of Technology in Hooksett, a District leading the state in Ipad usage for elementary students.

H. Coordination:

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

Pine Haven receives no direct federal funds through grants or other programs. However as an intensive treatment program approved by DCYF, all students at PHBC have an individual treatment plan, developed by the student's entire treatment team, including student, sending school personnel, family worker, etc. The needs of the student are addressed through a set of goals, objectives, and strategies, with listed support personnel for each. One of the goals is educational and incorporates activities the student will be pursuing upon his transition back into his community and school.

Students identified for special education, receive services as specified in the IEP, which also includes a detailed plan for transition services when appropriate.

As an approved Special Education Program, Pine Haven have certified special education teachers or consultants who will work with the Title 1 staff in supporting the interventions designed for the identified students. Additionally, their expertise will assure coordination with any special education services provided at Pine Haven and when they leave, as well.

Pine Haven Boys Center
Institution Name

I. Budget Narrative

Use this form (for the academic year 2012-2013) and provide sufficient detail regarding proposed expenditures of Title I Part D, Subpart 1 funds. Also, use a separate copy of this form for your summer 2013 program if you are applying for Title I funds to supplement your summer program.

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc. *Please list Salaries and Benefits separately</i>	Title One Teacher \$34,500 taxes \$3,600, benefits \$13,000	\$51,100
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	Counseling Services \$4,000	\$4,000
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>	\$500 for paper, copying and printing	\$500
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>	AIMSweb Reading and Math materials \$500 and licensing fees \$100,	\$600
Equipment		
Professional Development Activities	Training in the AIMSweb Reading and Math assessments \$200.	\$200
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>	Travel to receiving schools to provide transition services, \$500	\$500
Administration		
Total Costs		56,700 56,900.00

Pine Haven Boys Center – Summer Program
 Institution Name

I. Budget Narrative

Account Category	Budget Detail	Total Costs
Salaries and Benefits	Family worker/transition staff @10 % of \$40,000 annual salary, summer portion of the position will be transition programming. Title 1 teacher salary and benefits July and August, \$10000	\$14,000
Contracted Services	Counseling Services related to returning to public school @10% of \$50,000 annual salary	\$5,000
Supplies and Materials		
Books		
Equipment		
Professional Development Activities	Ten hours of transition training related to return to public school, with our technical consultant @\$50 per hour	\$500
Travel	Six trips are envisioned, during the course of the summer: Strawberry Banke, Shaker Village, NH History Museum, Canobie Lake, Water Country, Montshire Museum. The costs are for admission, staff for the trips, transportation and food.	\$4,800
Administration		
Total Costs		\$24,300

Pine Haven Day Summer Program

Narrative

In an attempt to respond to student needs, the changing laws regarding CHINS and the students leaving, Pine Haven created program of summer services. The hallmark of this program will be the direct involvement of family worker and clinicians to provide transition services. Additionally, Pine Haven seeks to provide educational support opportunities through field trips. This involvement is based on the belief that youths thrive in safe, healthy, and stable families and communities. Assisting youths in transitions to their home will lead to permanent positive change in the family system. Additionally, by providing experiential learning opportunities, we will enhance the classroom experiences of our students.

A portion of the time of the family worker/counselor hired by Pine Haven (10% of their total salary and time, approximately one day per week) will be used in coordinating interviews for the students to new educational settings, transporting the students to interviews, arranging transfer of records needed for the interviews, assisting families and any application material necessary for a successful interview. Once final decisions are made as to successor placements, staff will contact the receiving school placement and/or school district and coordinate any necessary educational transition services as students prepare to leave Pine Haven. They will also coordinate all necessary services during and after the student's departure to assure successful transitions with their families and coordination of community services. This may include providing educational strategies and recommendations that have been successful at Pine Haven and those that did not work; coordinating transfer of medical, dental and mental health services; in home family support and assuring necessary ESY programs are in place.

The trips to Strawberry Banke, Shaker Village, NH History Museum are related to the Social Studies Curriculum: NH and US History. Canobie Lake, Montshire Museum and Water Country field trips are fun and exiting ways to integrate hands on experiences in Science and Math. Some of the curriculum areas explored are: Checking for water quality. What to check, how, when? Race on the speed slide. Who goes faster, someone lighter or heavier, are they the same, why or why not? Water safety, basic first aid and CPR. Why can't a tube go over the top of the half pipe? Provided with some stats the students can calculate the maximum height a tube could go. Tour of the wave room operations. Discuss how much water the wave machines move. Students explore how much energy it takes or how long it takes for waves to build to max height. Explore how much water is filtered, for example, the wave pool holds 357,000 gallons of water. To filter all of the water in one hour, how many gallons need to pump through the filters per minute. How would it change if they filtered all the water in four hours? Prior to each field trip the students will engage in pre-teaching and stage setting activities, building upon prior knowledge and experiences. The activities will be designed to prepare the students for the field experiences they will be engaging in. The learning objectives for each trip will be explained and explored. The students, when at the field placement, will use the pre-teaching activity sheets to gather the data, information and experiences as described and record their observations and reflections. Upon return the students will debrief using these activity logs as the start point for discussions and further reflection upon the learning objectives and measurement of their successful completion of the tasks.

Ipads are a new and intuitive technology designed for our 21st Century students. Teachers highly value the ability of the devices to increase student engagement in learning, to facilitate improved communications between teachers, parents and students, to access online textbooks and for more personalized learning experiences. These versatile programs are made up of language arts, math & science modules for all the students. During our summer program we will be using them for classroom instruction in reading and math as well as for individualized instruction both in the classroom and in tutoring sessions. They are supplemental to our regular programming in that they will be used to provide instruction and review not presently available to make up for any deficiencies in student skills as identified in AimsWeb Testing. These assessments also identify areas that need extending or strengthening so as to increase proficiency in grade level and grade span expectations. In some instances their use will foster completion and retention of those expectations. Lastly, these tools will direct feedback to students to correct errors not currently available. We will be using them for practice in Dolch Words, math numeration, both in practice of facts and in a virtual blackboard for calculation. They will also be used to access individually our digital textbooks in Reading and Spelling. This new technology more directly engages students in their learning and research supports increased engagement with retention and improvement in assessments. The variety of applications is endless as are professional development activities for staff. A total of ten of hours in training on the educational use of Ipads will be scheduled with our technology consultant. The focus will be on developmentally appropriate applications and research based strategies for use of the Ipads in the classroom. Our technology consultant Matt Woodrow is the Director of Technology in Hooksett, a District leading the state in Ipad usage for elementary students.

Pine Haven's existing school program offers students access to the general curriculum and positive educational experiences. By adding transition services, field trips and use of portable computer devices, we feel we can meet the needs of the students and achieve the goals of the day treatment program. In our current budget structure, we can educate students, but are limited in the kind and quantity of services. With this funding we hope to supplement educational opportunities and transition services.

Amendment to the 2013-2014 Title I
Application

Response to DOE questions:

1. Staff listed as 1 FTE—Title I teacher. This does not seem accurate when summer program considered, or actually when the program description is read. Also, please submit narrative for Summer program.

1. The Title I position is school year and summer school, total 220 days, the job description now reflects that and is attached.

2. There is no tech consultant for transition evaluation for students in budget. Title I provides additional transition educational services to supplement what the school already does. Title I should not be the only transition services. Total budget for school year is \$63,665 for school year. Title I is not paying for family/worker so unclear why it is contained in Title I provided transition services. Tech support is only in the summer and should not be included in the educational transition activities—it is unclear if this person is working with students or not.

2. The summer program narrative is attached. The technology transition service is listed in the summer budget under professional development. It is also listed under the school year budget, Section F, 2. The training is to staff, who works with the students. A portion of the family worker position is included in the summer budget and described in the narrative. It was included in the school year narrative application (Section F 2) as we were told to combine the two into one application.

3. Family worker is not part of the grant or budget—except for the summer—and transition must be for all students at all times of the year. If the summer budget and school budget is added together-- \$87,965 and 15% transition educational activities would equal \$13,194.75. This should be looked at again and revised.

3. The family worker is included in the narrative Section F 2. The salaries have been adjusted to show a portion in the School year and remainder in the summer budget.

4. Transition support to students—activities is what is considered, not Professional Development. Title I program as described does not include family worker or any counseling that is written into the grant. Perhaps these positions were left off of the staffing page?

4. The training with the technical consultant was considered Professional Development as it went to staff. It has been moved to contracted services.

5. There is no job description of Title I teacher attached as listed in E. #2 page 6. Travel is not mentioned for the Title I teacher.

5. Job description is attached. Travel is in the Budget Narrative for the school year.



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESEA.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

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



SPECIAL PROVISIONS

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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

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

Contractor Name: Michael Maroni

2/20/14
Date

Michael Maroni
Name: Michael Maroni
Title: Principal



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

2/20/14
Date

Michael Maron
Name: Michael Maron
Title: Principal



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

2/20/14
Date

MD Maroni
Name: Michael Maroni
Title: Principal



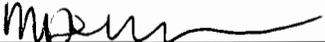
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 Name:

2/20/14
Date


Name: Michael Maroni
Title: Principal



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/20/14
Date

MM
Name: Michael Maroni
Title: Principal



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
3. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.



Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name:

2/20/14
Date

MD Marone
Name: Michael Marone
Title: Principal

State Agency Name:

NH DHHS
Mary Ann Carey
Name: Mary Ann Carey
Title: Associate Commissioner

3/13/14
Date



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

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

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

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

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

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

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

Contractor Name:

2/20/14
Date


Name: Michael Masoni
Title: Principal



FORM A

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

1. The DUNS number for your entity is: 100999101
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

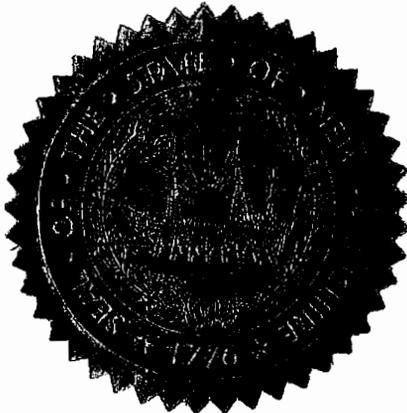
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PINE HAVEN BOYS CENTER is a New Hampshire nonprofit corporation formed September 26, 1969. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of March A.D. 2014

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

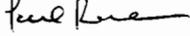
William M. Gardner
Secretary of State

Meeting of the Executive Committee

Present: Kevin McMahon, Peter Viar, George Edwards, and Paul Riva

As the Board meeting scheduled for February 18, 2014 had to be cancelled due to a snowstorm, the Executive Committee met via internet. Fr. Paul presented the new Title I program requirements. In order to qualify for the program it is necessary that the Board approves that Pine Haven enters an agreement with the State of New Hampshire. Moreover, a representative from Pine Haven has to be in charge of the program. Fr. Paul suggested that Mr. Maroni be responsible for overseeing such a program. The members of the Executive Committee approved it unanimously.

Respectfully submitted,



Paul Riva

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Pine Haven Boys Center.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 18, 2014 :
(Date)

RESOLVED: That the Michael Maroni
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20 day of February, 20 14.
(Date Contract Signed)

4. Michael Maroni is the duly elected School Principal
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Paul Riva
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of MERRIMACK

The forgoing instrument was acknowledged before me this 20th day of FEB., 20 14.

By Paul Riva
(Name of Elected Officer of the Agency)

Patricia A. Christie
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA A. CHRISTIE, Notary Public
My Commission Expires 12/31/2015
Commission Expires 12/31/2015

State of New Hampshire
Department of Health and Human Services
Office of Operations Support, Child Care Licensing Unit
129 Pleasant Street, Brown Building, Concord, NH 03301
603-271-9025 1-800-852-3345 ext. 9025 TDD Access: 1-800-735-2964

CHILD CARE AGENCY LICENSE

In accordance with the provisions of Chapter 170-E RSA and the Licensing and Operating Rules of the Department, a license to operate a Child Care Agency is issued to: PINE HAVEN BOYS CENTER, INC.
known as: PINE HAVEN BOYS CENTER
located at: 133 RIVER ROAD, ALLENSTOWN, NEW HAMPSHIRE 03275

This license authorizes you to provide the following types of child care in accordance with the applicable sections of the New Hampshire Child Care Agency Licensing Rules.

CHILD CARE INSTITUTION AGES 6 YEARS TO 18 YEARS

Total capacity of agency: 23 EFFECTIVE: 12/01/13 TO 11/30/16

Mary R. Costello

Senior Division Director, Department of Health and Human Services

LICENSE NO. CCRB-01073

LICENSE SHALL BE PROMINENTLY POSTED AT ALL TIMES - LICENSE NON-TRANSFERABLE

Certificate of Coverage

Date: 2/5/2014

Certificate Holder

Pine Haven Boys Center, Inc., Allenstown, NH
P.O. Box 162
Suncook, NH 03275

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

Pine Haven Boys Center Inc.
River Road-Allenstown
P.O. Box 162
Suncook, NH 03275

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8539	6/30/2013	6/30/2014	Each Occurrence	1,000,000
	<input checked="" type="checkbox"/> Occurrence				General Aggregate	
	<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage verified for the Pine Haven Boys Home, for the term of the certificate.

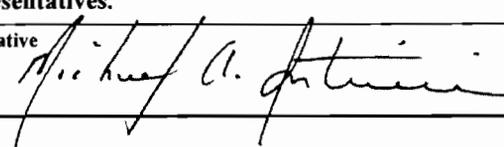
Holder of Certificate

Cancellation

NH Division for Children, Youth, and Families

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0377000006



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2014

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 C.M.G. Agency, Inc 10843 Old Mill Road Omaha, NE 68154	CONTACT NAME: C.M.G. Agency, Inc PHONE (A/C, No, Ext): 402-551-8765 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Preferred Professional Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC #
INSURED Pine Haven Boys Center Inc. PO Box 162 Suncook, NH 03275		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	MWC0033562-00	06/30/2013	06/30/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Workers Compensation coverage is verified for Pine Haven Boys Center Inc., for the term of the certificate.

CERTIFICATE HOLDER**CANCELLATION**

NH Division for Children, Youth, and Families

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:

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Mission Statement

Pine Haven is committed to providing children with positive experiences and success oriented programs. The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school and community. When reunification is not the plan, Pine Haven is committed to promoting the optimal, possible level of involvement between the child and his family. Pine Haven honors the dignity, resources and strengths of families and is dedicated to involving them in all major decisions affecting their children.

PINE HAVEN BOYS CENTER

FINANCIAL REPORT

JUNE 30, 2012

PINE HAVEN BOYS CENTER

FINANCIAL REPORT

JUNE 30, 2012

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Pine Haven Boys Center
Allentown, New Hampshire

We have audited the accompanying statements of financial position of Pine Haven Boys Center (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of activities, functional expenses and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2012 and 2011, and the results of their activities and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

December 18, 2012

*Plodzik & Sanderson
Professional Association*

PLODZIK & SANDERSON

Professional Association / Accountants & Auditors

FINANCIAL STATEMENTS

PINE HAVEN BOYS CENTER
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
CURRENT ASSETS		
Cash and cash equivalents	\$ 431,092	\$ 447,778
Cash - temporarily restricted	90,777	72,598
Accounts receivable	154,767	176,746
Prepaid expenses	8,936	62,781
Total current assets	\$ 685,572	\$ 759,903
 PROPERTY AND EQUIPMENT		
Building improvements	\$ 643,710	\$ 643,710
Furniture and fixtures	45,190	45,190
Office equipment	68,882	68,882
Equipment	129,250	112,388
Vehicles	76,389	76,389
	\$ 963,421	\$ 946,559
Less accumulated depreciation	775,796	742,650
	\$ 187,625	\$ 203,909
 TOTAL ASSETS	\$ 873,197	\$ 963,812

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 34,347	\$ 76,621
Accrued expenses	112,673	145,342
Total current liabilities	\$ 147,020	\$ 221,963
 NET ASSETS		
Unrestricted		
Net investment in property and equipment	\$ 187,625	\$ 203,909
Undesignated	447,775	465,342
	\$ 635,400	\$ 669,251
Temporarily restricted	90,777	72,598
Total net assets	\$ 726,177	\$ 741,849
 TOTAL LIABILITIES AND NET ASSETS	\$ 873,197	\$ 963,812

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CHANGES IN UNRESTRICTED NET ASSETS:		
OPERATING REVENUE AND GAINS (LOSSES)		
Board and care	\$ 938,994	\$ 1,264,214
Tuition and registration	430,057	645,194
U.S. Department of Agriculture	16,028	26,376
Total unrestricted operating revenue	\$ 1,385,079	\$ 1,935,784
EXPENSES		
Program services:		
Instruction	\$ 347,597	\$ 390,391
Board and care	865,604	1,193,880
Supporting services:		
Administration	212,023	186,126
Total operating expenses	\$ 1,425,224	\$ 1,770,397
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS FROM OPERATIONS	\$ (40,145)	\$ 165,387
CHANGES IN UNRESTRICTED NET ASSETS: NON-OPERATING REVENUE AND GAINS (LOSSES)		
Contributions	\$ 604	\$ 10,245
Interest Income	1,159	688
Total unrestricted non-operating revenue	\$ 1,763	\$ 10,933
NET ASSETS RELEASED FROM RESTRICTIONS		
Satisfaction of program restrictions	\$ 4,531	\$ -
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	\$ (33,851)	\$ 176,320
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Contributions and interest earned	\$ 22,710	\$ 13,711
Net assets released from restrictions	(4,531)	-
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	\$ 18,179	\$ 13,711
INCREASE IN NET ASSETS	\$ (15,672)	\$ 190,031
NET ASSETS - BEGINNING	741,849	551,818
NET ASSETS - ENDING	\$ 726,177	\$ 741,849

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	Program Services		Support Services	Total
	Instruction	Board and Care	Administration	
<u>Personnel costs</u>				
Salaries and wages	\$ 208,893	\$ 559,931	\$ 146,479	\$ 915,303
Employee benefits	20,870	106,669	21,993	149,532
Temporary staff	-	8,936	-	8,936
Payroll taxes/workers' compensation insurance	18,758	50,758	7,015	76,531
<u>Professional fees and consultants</u>				
Client evaluations	7,129	-	-	7,129
Audit fees	-	-	7,725	7,725
Legal fees	-	-	8,102	8,102
Other professional fees/consultants	33,835	4,017	2,566	40,418
Art and physical education	4,749	-	-	4,749
<u>Staff development and training</u>				
Journal and publications	260	-	-	260
Other staff development	4,925	-	-	4,925
<u>Occupancy costs</u>				
Heating costs	8,656	15,742	560	24,958
Other utilities	4,138	11,351	324	15,813
Maintenance and repairs	35	9,536	-	9,571
<u>Consumable supplies</u>				
Office	-	-	3,406	3,406
Building/household	100	4,010	-	4,110
Education/training	10,726	2,590	-	13,316
Food	-	15,773	-	15,773
Medical	64	3,641	-	3,705
Capital expenditures - depreciation	9,669	21,360	2,118	33,147
Equipment maintenance	5,362	4,671	603	10,636
Advertising	-	-	210	210
Printing	-	-	4,323	4,323
Telephone/communications	-	-	4,021	4,021
Postage/shipping	-	-	1,685	1,685
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	47	5,565	-	5,612
Clients/staff	-	7,435	-	7,435
<u>Assistance to students</u>				
Clothing/hygiene	-	1,321	-	1,321
<u>Insurance</u>				
Vehicles	336	2,464	-	2,800
Comprehensive property/liability	9,045	16,023	768	25,836
Membership dues	-	1,166	125	1,291
Other expenditures	-	12,645	-	12,645
Total	\$ 347,597	\$ 865,604	\$ 212,023	\$ 1,425,224

The notes to financial statements are an integral part of this statement.

*PINE HAVEN BOYS CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2011*

	Program Services		Support Services	Total
	Instruction	Board and Care	Administration	
<u>Personnel costs</u>				
Salaries and wages	\$ 213,801	\$ 738,163	\$ 123,685	\$ 1,075,649
Employee benefits	52,060	144,294	14,619	210,973
Temporary staff		9,273	-	9,273
Payroll taxes/workers' compensation insurance	18,896	63,581	6,170	88,647
<u>Professional fees and consultants</u>				
Client evaluations	4,375	-	-	4,375
Audit fees	-	-	7,500	7,500
Legal fees	-	-	7,950	7,950
Other professional fees/consultants	29,685	13,594	1,178	44,457
Art and physical education	3,645			3,645
<u>Staff development and training</u>				
Journal and publications	254	-	120	374
Other staff development	3,086	7,755	7	10,848
<u>Occupancy costs</u>				
Rent	-	-	-	-
Heating costs	9,480	17,639	708	27,827
Other utilities	4,585	10,551	367	15,503
Maintenance and repairs	5,895	38,033	-	43,928
<u>Consumable supplies</u>				
Office	-	-	10,165	10,165
Building/household	4,950	17,632	-	22,582
Education/training	12,857	1,998	-	14,855
Food	-	31,940	-	31,940
Medical	-	6,633	-	6,633
Capital expenditures - depreciation	9,836	20,715	1,325	31,876
Equipment maintenance	8,558	17,464	1,427	27,449
Advertising	-	-	409	409
Printing	-	-	2,441	2,441
Telephone/communications	-	-	4,516	4,516
Postage/shipping	-	-	2,718	2,718
<u>Transportation</u>				
Vehicle leasing/maintenance/repairs	-	9,733	-	9,733
Clients/staff	-	5,919	-	5,919
<u>Assistance to students</u>				
Clothing/hygiene	-	4,628	-	4,628
<u>Insurance</u>				
Vehicles	340	2,460	-	2,800
Comprehensive property/liability	8,088	14,343	696	23,127
Membership dues	-	1,211	125	1,336
Other expenditures	-	16,321	-	16,321
<u>Total</u>	<u>\$ 390,391</u>	<u>\$ 1,193,880</u>	<u>\$ 186,126</u>	<u>\$ 1,770,397</u>

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
 STATEMENTS OF CASH FLOWS
 FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (15,672)	\$ 190,031
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	33,147	31,876
Loss on disposition of assets	-	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	21,979	(21,054)
(Increase) decrease in prepaid expenses	53,845	(59,661)
Increase (decrease) in accounts payable	(42,274)	41,325
Increase (decrease) in accrued expenses	(32,669)	31,916
Net cash provided by operating activities	\$ 18,356	\$ 214,433
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase/retirement of property and equipment	(16,863)	(9,521)
Net increase (decrease) in cash and cash equivalents	\$ 1,493	\$ 204,912
Cash and cash equivalents:		
Beginning	520,376	315,464
Ending	\$ 521,869	\$ 520,376

The notes to financial statements are an integral part of this statement.

PINE HAVEN BOYS CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012 AND 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Operations

Pine Haven Boys Center ("The Center"), located in Allenstown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and educational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 16, who are referred by social agencies, schools, families and courts. The Center's goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

Basis of Accounting

The Center prepares its financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

Net Asset Classes

The Financial Accounting Standards Board *Accounting Standards Codification* (FASB ASC) topic 958, "Not-for-Profit Entities," requires the reporting of the organization's activities by net asset class (FASB ASC 958-225) as described below:

Unrestricted Net Assets result from contributions to the organization that have no donor-imposed restrictions, less all expenses incurred in the operation of the organization.

Temporarily Restricted Net Assets result from contributions to the organization whose use is limited by a donor-imposed restriction. Restrictions are typically satisfied either by the passage of time or by the actions of the organization.

Permanently Restricted Net Assets result from contributions to the organization that must be maintained permanently. Typically, the future investment returns on such assets may be used in full or in part for the operations of the organization.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts and disclosures at the date of the financial statements and during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

Income Taxes

The Center is a non-profit corporation determined to be exempt from Federal income tax under the Internal Revenue Code, Section 501(c)(3), and is not a private foundation within the meaning of Section 509(a).

Revenue Recognition

The Center reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Center reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

PINE HAVEN BOYS CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012 AND 2011

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are charged to each program based on direct expenses incurred or estimated usage.

Expense Allocation

All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by New Hampshire Department of Education and the Division for Children, Youth and Families, to which these statements and other financial documents and applications are submitted by the Center.

Property and Equipment

Property and equipment are recorded at cost when purchased and fair market value when donated. It is the Center's policy to capitalize expenditures for these items in excess of \$1,000. Lesser amounts are generally expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Building improvements	10 - 20
Vehicles and equipment	5 - 15
Furniture and fixtures	5 - 7

Advertising Costs

The Organization expenses advertising costs as incurred in accordance with the American Institute of Certified Public Accounts Statement of Position 93-7 "Reporting on Advertising Costs."

Accounting for Income Taxes

The Center considers the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740-10 *Accounting for Uncertainty in Income Taxes*. The purpose of this topic is to clarify whether non-profit organizations may include tax benefits from uncertain tax positions in their financial statements. The Center records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. The Center recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Center is no longer subject to U.S. federal and state informational return examinations by tax authorities for years before 2009. The Center has evaluated its tax positions and concludes that there are no tax positions it has taken which if challenged would result in a material effect on the financial statements.

NOTE 2 - CONCENTRATION OF RISK

The Center maintains a majority of its cash balances in three financial institutions located in Concord, New Hampshire. The June 30, 2012 and 2011 balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 and \$250,000, respectively. At June 30, 2012 and 2011, the Center's uninsured cash balances total \$-0- and \$-0-, respectively.

NOTE 3 - FAIR VALUE OF FINANCIAL INSTRUMENTS

Financial Accounting Standards Board (FASB) ASC 825-10 *Disclosures about Fair Value Instruments* requires disclosure of fair value information about financial instruments whether or not recognized in the balance sheet. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in

PINE HAVEN BOYS CENTER
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2012 AND 2011

NOTE 3 – FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

many cases, could not be realized in immediate settlement of the instruments. FASB ASC 825-10 excludes certain financial instruments and all nonfinancial instruments from its disclosure requirements. Accordingly, the aggregate fair value amounts presented do not represent the underlying value of the Center.

Cash and cash equivalents: The carrying amounts reported in the balance sheets for cash and cash equivalents approximate those assets fair values because of the short maturity of those items.

Receivables: The carrying amounts reported in the balance sheets for receivables approximate those assets fair values because of the short maturity of those items.

Prepaid expenses: The carrying amounts reported in the balance sheets for prepaid expenses approximate those assets fair values because of the short maturity of those items.

Accounts payable and accrued expenses: The carrying amounts reported in the balance sheets for accounts payable and accrued expenses approximate those liabilities fair values because of the short maturity of those items.

Financial Accounting Standards Board (FASB) ASC 820-10, Fair Value Measurements. This ASC provides for a common definition of fair value and establishes a framework to make the measurement of fair value in generally accepted accounting principles more consistent and comparable. *FASB ASC 820-10* also requires expanded disclosures to provide information about the extent to which fair value is used to measure assets and liabilities, the methods and assumptions used to measure fair value, and the effect of fair value measures on earnings. The Center considers fair value concepts to test various long-lived assets for impairment. The Center has determined that the adoption of *FASB ASC 820-10* does not have a material impact on its financial statements.

NOTE 4 – ACCRUED EXPENSES

Accrued expenses are comprised as follows:

	2012	2011
Accrued expenses	\$ -	\$ 11,019
Accrued payroll	57,043	78,295
Accrued vacation	26,418	30,439
Accrued earned time	29,212	25,589
	\$ 112,673	\$ 145,342

NOTE 5 - CURRENT VULNERABILITY DUE TO CONCENTRATIONS

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. It is reasonably possible that in the near term these contracts could cease, which would cause a severe impact on the Center and its ability to continue its operations in its present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near term.

NOTE 6 - DEFINED CONTRIBUTION RETIREMENT PLAN

The Center has a defined contribution retirement plan (the Plan) qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes a contribution to the Plan each year equal to 5% of the compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2012 and 2011 amounted to \$26,795 and \$34,958, respectively.

PINE HAVEN BOYS CENTER
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2012 AND 2011

NOTE 7 - LEASE COMMITMENTS

Operating Leases

The Center leases its facilities from the Order of St. Jerome Aemilian, Inc. (The Order). The Center and the Order entered into a one-year lease dated March 4, 2003, commencing July 1, 2003 through June 30, 2004. The lease provides for options to renew for six additional periods of one year through June 30, 2010. The lease provides for minimum annual rent based upon the sum of the following components: a) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and b) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with use of the property owned by the Order. Total rent expense in these financial statements under this lease amounts to \$-0- and \$-0- for the years ended June 30, 2012 and 2011, respectively.

The Center leases a copier machine at \$174 per month for 60 months. The term of the lease is April 1, 2008 through March 1, 2013.

Future minimum lease payments under the leases as of June 30, 2012 are as follows:

2013	<u>\$ 1,562</u>
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NOTE 8 - TEMPORARILY RESTRICTED NET ASSETS

The Center's temporarily restricted net assets are available for the following purposes:

	2012	2011
Special projects	\$ 88,697	\$ 70,518
Winter recreation	2,080	2,080
	\$ 90,777	\$ 72,598

NOTE 9 - LITIGATION

The Center has pursued litigation in connection with seven rate appeals in which the Center seeks increased rates for services provided on behalf of the New Hampshire Division for Children, Youth and Families during State fiscal years 2004-2010. The rates awarded at the administrative level for State fiscal years 2004-2006 have been affirmed by the New Hampshire Supreme Court, and the Merrimack County Superior Court has ordered DCYF to pay Pine Haven Boys Center a significant award. However, the award has been appealed by DCYF to the New Hampshire Supreme Court. The ultimate payment, if any, is undeterminable.

NOTE 10 - SUBSEQUENT EVENTS

The Center did not have any recognized or unrecognized subsequent events after June 30, 2012, the date of the statement of financial position. Subsequent events have been evaluated through December 18, 2012, the date the financial statements were available to be issued.

Cynthia M Lavallee

Elementary Teacher Highly Qualified K-6

Dedicated professional educator with a commitment to the educational and social growth of students

Accommodating ensuring that all learning styles are addressed

Education

Bachelor of Arts (2004) Elementary Education / General Special Education (K-12)

Southern New Hampshire University, Manchester, NH – Deans List; Alpha Chi

Professional Experience

Pine Haven Boys Center Allenstown, NH

February 2011-present

Title One Teacher/Tutor

Administer AIMS Web Benchmarks and Progress Monitoring for grades K-8
Individual lesson plans for students determined by testing, IEP's and Common Core
Assist in the writing of IEP's
Evaluate reading comprehension through predictions, connections, and discussions
Demonstrate reading strategies through read aloud and modeling
Create games, use manipulatives, practice math and reading fluency
Utilize Orton-Gillingham, Working with Words, Math Minute and other supplemental work to increase test scores and aptitude in Math and Reading
Develop reports for all informal assessments
Work with teachers, therapists and family workers for the best interest of the child
Flexible style in teaching due to the nature of our students

Bow School District Bow, NH

October 2009 – February

2011

Substitute Teacher

Concord School District Concord, NH

October 2008 – February

2011

Substitute Teacher

Broken Ground School Concord, NH

October 2009 – June

2009

Long-term Substitute Teacher fifth grade

Utilized Smartboard for lessons in all subject areas
Everyday Math used as math curriculum as well as supplements when needed

Joyce Pollinger, LICSW

Professional Profile:

- MSW Boston University School of Social Work
- Qualified Fire Assessment Diagnostician State of MA.
- Trained in Trauma Focused Cognitive Behavioral Therapy
- Better Together Facilitator
- Working towards Play Therapy Certification
- Certified School Adjustment Counselor, MA

Professional Experience

- 12/02-Present Pine Haven Boys Center, Allenstown, NH**
Clinical Director
Supervision of staff
Program coordination of clinical work
Provide individual, family, group therapy, intakes,
30 day assessments, and fire assessments & treatment
as needed. Facilitate treatment team meetings and staff meetings.
- 12/05-Present FireSafe Intervention, Inc. Manchester, NH**
Clinician/Fire Educator
Conduct Screening Interviews for parents/child
Provide Fire Education
Clinical Fire Assessments.
- Spring 10-Present Granite State College**
Education and Training
Trainer
Provide education and skill building in managing traumatized children to
Foster Parents, State employees, and direct care staff.
Provide the CORE training for child and Youth care workers.
- 9/98-12/02 Brandon Residential Treatment Center, Natick, MA.**
Administrator of Fire Treatment Services
Fire Assessments
Individual & Group Treatment
Coordinated Fire Education Program
Consulted to outside residential programs.
- 9/94-9/98 Brandon Residential Treatment Center, Natick, MA.**
Clinician/Case Manager 1994-1996
Group Therapy Supervisor 1996-1998
Individual, Family and group Therapy
Coordinator of Group Treatment Program
Case Management Duties
- 1/93-1/96 Concord NH Police Department, Concord, NH**
Youth Care Attendant/Car Detail/Support Staff
Supervision of Youth
Switchboard/Crime line support staff

- 11/93-1/96 Cruiser Care
The Friends Program, Inc. Concord, NH
Shelter Staff
Intakes/Discharges/Support Staff
- 1988-1993
Brandon Residential Treatment Program
Child Care Worker 1988-1989
Residential Program Supervisor 1989-1993
Child care duties included supervision and development of Activities, teaching daily living skills, setting limits, attending treatment team, staff and department meetings.
Program Supervisor provided staff supervision, and coordination of the daily operations of the program for up to 16 children and adolescents ages 7-17.

Professional Accomplishments:

- Presented the "Beacon Award" by the Massachusetts Coalition on Juvenile Firesetting in November of 2001.
- Developed the first specialized residential treatment program in the state of Mass for children with fire setting behaviors.
- Developed the "Best Practices for Juvenile Firesetting in Residential Programs" as part of the Common Works Task Force.
- Research Project: "A comparative Study of the Behavioral, Personality, and Fire History Characteristics of Residential and Outpatient Adolescents (ages 12-17) with Firesetting Behaviors" published Summer 2005 Adolescence, vol. 40, No. 158, Summer 2005.

Workshop Presentations:

- Compass: "Juvenile Firesetting Typologies"
- Massachusetts Coalition for Juvenile Firesetting Annual Conference "Incorporating Firesetting Treatment Across a Residential Program" and "Spotlight on Programs"
- MAAPS Conference: "Fire Education in a Residential Program"
- SAFE Conference: "Working with ADHD in the Classroom"
- Boston University Guest Speaker: Juvenile Firesetting Behavior
- Newbury College: Guest Speaker: Juvenile Firesetting Behavior

Professional Affiliations Past & Present

- Massachusetts Coalition on Juvenile Firesetting Intervention Programs (Past.)
- New Hampshire Coalition on Juvenile Firesetting Intervention Programs (Present NH)
- The Children's Group Therapy Association
- Middlesex County Juvenile Firesetting Task Force/Review Team
- SAFE Task Force: Student Awareness of Fire Education
- New England Play Therapy Association
- NASW
- New England Council on Crime and Delinquency

Paul Riva

Education:

- Master's Degree in Education with concentration in Counseling. (1998)
Rivier College, Nashua
- Bachelor's Degree in Theology (1992-1995)
Pontificio Ateneo S. Anselmo, Rome, Italy
- Bachelor's Degree in Philosophy (1988-1990)
Pontificio Ateneo S. Anselmo, Rome, Italy

Experience:

- July 2008- present: Pine Haven Executive Director
- January 1999- July 2008: Pine Haven Cottage Director
- April 1996- December 1998: Pine Haven Assistant Cottage Director
- June 1995- July 1995: Director of a summer Camp in Como (Italy)
- June 1994 - July 1994: Assistant Director of a summer camp in Somasca (Italy)
- September 1990 - August 1992: Child Care Worker at Casa S. Girolamo, Somasca (Italy)
- June 1999- July 1999: Child Care Worker at Istituto Emiliani, Treviso, Italy

Certifications:

Crisis Prevention Institute Certified Instructor
Therapeutic Crisis Intervention Instructor

REV. JOHN B.VITALI

LIFE EXPERIENCES

Member of the Somascan Fathers and Brothers since 1961
Ordained to the Priesthood 1971
American Citizen 1988

WORK EXPERIENCE

<i>Pine Haven Boys Center: Treatment Center for Troubles Boys</i>	<i>Allenstown, NH</i>
Cottage Director	2011-Present
Assistant Cottage Director	2008-2011
Executive Director	1987-2008
Cottage Director-Assistant Cottage Director	1985-1987
Assistant Principal	1984-1985
<i>Casa San Girolamo: Treatment Center for Troubled Boys</i>	<i>Vercurago, Italy</i>
Executive Director	1974-1982
Child Care Worker	1971-1974

EDUCATION

Classical Lyceum (Liberal Arts Courses) <i>Emiliani- Genova-Nervi, Italy</i>	Graduated 1964
Biennial of Philosophy <i>Aemilianum-Magenta (Mi), Italy</i>	1964-1966
Practicum <i>Istituto St. Jerome Emiliani-Corbetta(Mi), Italy</i>	1966-1967
Bachelor of Theology <i>Aemilianum-Magenta(Mi), Italy</i>	1967-1971
Degree as Specialized Educator EASAE (Ente Scuola Assistenti Educatori- Scuola Superiore di Formazione Psicopedagogica- <i>Milano, Italy</i>	1971-1975
Masters Degree in School Administration <i>Rivier College- Nashua, NH</i>	1983-1985
Masters Degree in Counseling and Clinical Psychotherapy <i>Rivier College- Nashua, NH</i>	1985-1990

EDUCATION

Bachelor of Arts Bangalore University, India.	1997-2000
Bachelor of Philosophy Jeevalaya Institute of Philosophy, Bangalore, India.	1997-2000
Certificate Course in Counseling Treda, De-addiction and Counseling Center, Bangalore, India.	2004-2005
Bachelor of Theology Sacred Heart College, Chennai, India.	2003-2006
Master of Arts in Mental Health Counseling Rivier University, Nashua, NH.	2011-2013

WORK EXPERIENCE

1. Jerome Illam: <i>Home for the Abandoned Children</i> Tamilnadu, India	2001-2006
<ul style="list-style-type: none">• In charge of the Boys• Treasurer	
2. Miani Illam: <i>Home for Tsunami Affected Boys</i> Nagercoil, India	2006-2009
<ul style="list-style-type: none">• Treasurer• In charge of Boys Hostel	
3. Suryodaya Boys Center Bangalore, India	2009-2010
<ul style="list-style-type: none">• Treasurer	
4. Pine Haven Boys Center Suncook, NH	2011-present
<ul style="list-style-type: none">• Assistant Cottage Director• Therapist	2013-present

SKILLS

Computer Skills: Microsoft Word, Excel, Power Point, Quicken Basics
Strong Organizational and Communication Skills.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cynthia Lavallee	Title 1/Special Education	48,500.00	100%	48,500.00
Joyce Pollinger	Clinical Director		0%	0
Paul Riva	Executive Director		0%	0
Rev. John B. Vitali	Cottage Director		0%	0
Rev. Dixon Choolakkal Rajan	Assistant Cottage Director		0%	0

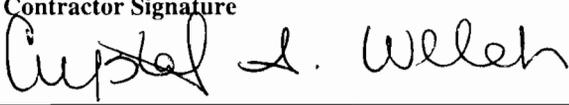
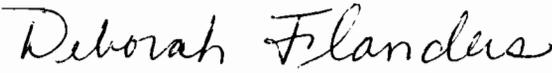
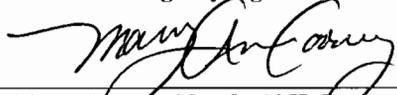
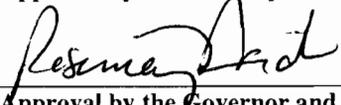
Subject: Title I, Part D, Subpart 1, Elementary and Secondary Education Act (ESEA) Grant

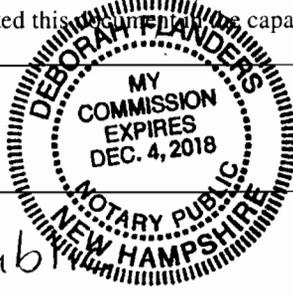
AGREEMENT

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 & Human Services Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Spaulding Youth Center Foundation, Inc.		1.4 Contractor Address 130 Shedd Road Northfield, NH 03276	
1.5 Contractor Phone Number (603) 286-8901	1.6 Account Number 05-95-40-404010-5830	1.7 Completion Date August 31, 2014	1.8 Price Limitation \$60,600
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CRYSTAL A WELCH DIRECTOR OF FINANCE	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>3/5/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this agreement 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 Deborah Flanders, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-24-14</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.

2014 MAR 20 PM 2:12
STATE OF NH
DEPT OF JUSTICE

Contractor Initials: CW
Date: 2/13/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: CW
Date: 2/13/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

Scope of Services

1. General Terms and Conditions of Contract

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

Cover Sheet to Title I, Part D1 Application

Name of Institution: Spaulding Youth Center

Name of Institution Contact: Colleen Sliva, MEd.

Contact phone number: 603-286-8901x305

Contact email address: csлива@spauldingyouthcenter.org

Spaulding Youth Center
Institution Name

TITLE I PART D, SUBPART 1, SECTION 2

ESEA 2013-2014

INSTITUTION LEVEL APPLICATION

Revised 1.17.14

Contractor Initials CA

Date 2/13/14

1. Program Goals, Measurable Objectives and Assessments

Subject/Program Area	Long Term Goal	Overall changes in academic and vocational abilities you expect your students to achieve within the 2013-2014 SY?	Assessments used to assess these goals? <i>Include pre/post dates for reading and math assessments.</i>	Who is responsible for giving and analyzing student results
Academic Outcomes				
Mathematics				
Reading				
Intensive Tutoring	To provide intensive tutoring to students having difficulty learning to read through traditional methods so that these students may achieve "catch up growth" to benefit from the general curriculum.	Students receiving intensive tutoring will increase their reading level by 2 grade levels by 8/31/2014.	Pre-test 10/2013: WRMT-NU Post-test 8/2014: WRMT-NU	Reading Tutor/ Special Education Coordinator
Vocational Outcomes				
Transition: Transition Counseling	To improve youth transitions to less restrictive settings, adulthood, return home	Students are able to transition from Spaulding Youth Center to a Less Restrictive Setting successfully. Improved Adult Outcomes: employability and independence	Surveys: of youth and collaterals assessing educational outcome, employment, satisfaction, transition outcomes	Spaulding Youth Center Transition Counselor

Spaulding Youth Center
Institution Name

2. Scope of Project

A. Students to Be Served

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

Ages	Reading	Mathematics	Transition
5 – 10 years old	9		9
11-15 years old	40		40
16-18 years old	14		14
19 years and older			10

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

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

Number	FTE (fulltime equivalent)	Responsibility/Job Title	Certification or other Qualification Required for Position	Each Estimated Salary
2	.5	Reading Tutor(s)	Training and/or certification in a specialized reading program such as Orton-Gillingham or Wilson	\$43700.00 Summer 2014 \$6900.00
1	1	Transition Counselor	Licensed Social Worker, Guidance Counselor,	\$6250.00 Summer 2014 \$3750.00

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

Colleen Sliva, MSED
Name of Individual

Principal & Special Education Director
Title of Individual

Garrett Lavallee
Name of Individual

Special Education Coordinator
Title of Individual

D. Staff/ Student Ratio's:

Total students paroled T1 D support 73 divided by Total Title I Staff FTE 2 = 36.5 to 1

Spaulding Youth Center
Institution Name

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

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

Academic

The program will increase student performance in reading.

Students who have been unable to make appropriate progress in reading will be provided with two to three hours per week intensive individual tutoring using a research based approach to teaching reading such as Orton-Gillingham or Wilson Reading System by a reading tutor. These students will make at least two years of growth so that they may catch up to the skill level of their peers. Students receiving this service over the past several years averaged 2 years growth during the course of the school year. Tutoring will occur from the beginning of the grant period throughout the school year and summer program.

Students receiving an Orton-Gillingham based intervention will receive this as a supplementary service to their special education service and as a supplementary service to Spaulding Youth Center's English and Language Arts Curriculum. These curricula have been reviewed as part of our program approval process and are on file at the Department of Education for review.

Transition

Currently eleven full time employees work with Spaulding Youth Center youth and families for the express purpose of transitioning these youth from our Center to a less restrictive setting such as their home or public school. Transition plans to adulthood are currently developed with families by these employees. Community and area agencies are identified and meetings are held to ensure good outcomes for our students.

The Title 1 grant will allow improved transition outcomes through the use of a transition counselor to provide supplemental transition counseling. This counselor will provide additional counseling to youth (50hrs/month) regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with families to identify and meet with community and agency resources.

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

Reading Specialists: tutor individual students in reading; perform pre-tests and post-tests; consult with general educators to increase student success in the general curriculum.

Transition Counselor: provide supplemental counseling to youth and families to improve transition outcomes.

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

Spaulding Youth Center will provide counseling to youth and families regarding transition planning, career counseling, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. Additional time to work closely with families to identify and meet with community and agency resources will be provided.

F. Transition Services:

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

The transition services provided with the reserved funds will be allocated as follows:
\$10000: January-June 2014: \$6250 July-August 2014: \$3750: Transition Counselor (see below)

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

The reserved funds, \$10000, will be used to fund an additional counselor, a Transition Counselor, who will provide supplemental transition counseling. This counselor will provide additional counseling to youth regarding transition planning, transfer from Spaulding Youth Center to a less restrictive setting such as back home or to public school, or to work. The transition counselor will spend additional time to work closely with families to identify and meet with community and agency resources.

G. Professional Development:

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

Institution staff need professional development addressing the following areas:

- o Personal Futures Planning
- o Creative and Individualized School-to-Career Planning
- o Building Family and other Natural and Community Supports

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

None.

H. Coordination:

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

Program Coordination Schedule:**Daily:**

- Reading instruction: *general and special education*
- Intensive reading tutoring: *Title 1 and special education*
- Transition planning and coordination: *Transition Counselor*
- Instruction in and application of, and future planning of job skills with local businesses for training and mentoring. These unique learning opportunities are coordinated by each student's teacher in consideration of the student's identified current job skills and potential future job matches.: *general and special education, vocational education, work force investment act*

Monthly/Quarterly:

- Transition Counselor: *Review coordination of training efforts with other appropriate programs such as Vocational Education, Work Force Investment Act, dropout/truancy prevention, local business training and mentoring opportunities.*
- Job search, application, social/conduct, and interview skills: *general and special education, vocational education, work force investment act.*
- Transition readiness: *Team review of student progress at team meetings in regard to readiness for transition to a less restrictive setting. Each team review's student progress academically, behaviorally, and in terms of transition outcomes to ensure each student is making progress toward transitioning back to their homes, families, schools, and communities. Program adjustments are made as needed to ensure progress is made. Special education, State and Federal Programs*
- Team review of each student's progress and program adjustment in math, reading, transition/vocational outcomes: *special education.*

Spaulding Youth Center
Institution Name

I. Budget Narrative October 15, 2013- June 30, 2014

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Transition Counselor (1): @ \$25/hr: 50hrs/month	\$6250.00
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	Reading Tutors (2): 50 hrs/week 1:1 tutoring	\$43700.00
Supplies and Materials <i>Detail purchases (ex. #@\$. Explain the connection between items and the activities in the application.</i>		
Books <i>Detail purchases (ex. #@&). Explain the connection between purchases and the activities in the application.</i>		
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities		
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$49950.00

I. Budget Narrative July 1, 2014- August 31, 2014

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

Account Category	Budget Detail	Total Costs
Salaries and Benefits <i>Include title and number of employees. Include rate of pay by hour/week etc.</i>	Transition Counselor (1): @ \$25/hr: 50hrs/month	\$3750.00
Contracted Services <i>Summarize activities and provide breakdown of expenses.</i>	Reading Tutors (2): 50 hrs/week 1:1 tutoring	\$6900.00
Supplies and Materials <i>Detail purchases (ex. #@\$). Explain the connection between items and the activities in the application.</i>		
Books <i>Detail purchases (ex. #@\$). Explain the connection between purchases and the activities in the application.</i>		
Equipment <i>Attach a justification for each item to be purchased.</i>		
Professional Development Activities		
Travel <i>Summarize activities including the number of days, people involved and associated costs.</i>		
Administration		
Total Costs		\$10650.00

SAU #48 Title I Complaint Policy: Responding to Inquiries and Complaints from the Public

A quality educational program for students in SAU #48 schools can be achieved best by all individuals working together harmoniously. There will be times, however, when an individual may need to make an inquiry of school system employees or file a complaint.

When complaints or concerns occur, they should be resolved at the local school or at the lowest possible administrative level through an informal process of cooperative agreement among the affected individuals. However, when the informal process fails to provide resolution, an individual is entitled to file a formal complaint and seek a review of any administrative decisions made by school system staff members.

This page contains information concerning both the informal and formal processes for responding to inquiries and complaints from the public. It provides information about the necessary procedures and forms and offices available for assistance.

How to proceed with the informal process

Principals of local schools periodically distribute information regarding the appropriate school administrators and other staff members who may be contacted for informal help with specific concerns at their school. If you have not seen this information, or if you are uncertain about whom to contact, please call your local school. At that time, please describe the general nature of your concern or complaint so that the appropriate person may be identified. Quite often, this will be the principal or assistant principal.

At this informal stage, all individuals should attempt to resolve the concern or complaint as amicably and expeditiously as possible. During this informal stage, neither you nor the school is required to keep any records. If you prepare anything in writing, please keep a copy. This could save a duplication of effort later.

What to do if you need assistance

Although the first step in resolving concerns is usually taken at the local school, other offices of the school system are available if you have a general inquiry or need assistance.

How to file a formal complaint

When a concern or complaint is not resolved through the informal process, you may initiate the formal complaint process outlined below.

The first step in the formal process is to obtain the SAU #48 Title I Complaint Summary document . Complete Part I and return it to the principal's office. You may attach descriptive or supportive information to the form. Keep a copy of the form and any attachments.

When your complaint form is received at the school, the principal or designee should contact you within three (3) work days to establish the date, time and place of a meeting to discuss your concern, if such a meeting has not already occurred. Usually, this meeting will take place within ten (10) work days.

Within 10 work days of receipt of the written complaint, or this meeting, if any, the principal should respond to you in writing with a decision.

Sometimes a complaint or its resolution may be too complicated or, for other reasons, cannot be decided within 10 work days. In such cases, the principal will contact you within the first 10 days and arrange for an extension of the decision for no more than an additional 10 work days.

If you are not satisfied with the decision

If you are not satisfied with the written decision, or if you do not receive a reply to your formal complaint within the specified time, you may request that your complaint be considered by the Superintendent of Schools. You must file your request for review within 15 calendar days of the principal's decision or the date when a decision was to have been made.

The Office of the Superintendent of Schools will respond, using a procedure and time limits similar to those followed by the principal, as follows: (a) a meeting may be arranged within 3 work days; (b) a decision on the review within 10 work days after the meeting, if any; and (c) an extension of an additional 10 work days if the matter is unusually complicated or otherwise requires additional time.

The superintendent or designee will state his or her decision in writing.

Further appeals

If you are not satisfied with the decision of the superintendent of schools, you may file an appeal with the local school board, and later with the New Hampshire Title I Administrator.

In appealing a decision of the superintendent, you must file an appeal to the New Hampshire Title I Administrator within 30 calendar days of the date of the superintendent's decision.

Adopted May 2013

SAU #48 Title I Complaint Form

SCHOOL DISTRICT: _____
STUDENT'S NAME: _____
DATE OF BIRTH: _____
PARENTS/GUARDIAN: _____
ADDRESS: _____

DATE: _____
GRADE: _____

PHONE NUMBER: _____

Complainant: _____

Name

Date

Address

Telephone Number

DETAILS OF COMPLAINT (Include dates, times, and people involved):

STEPS TAKEN TO DATE TO RESOLVE THIS COMPLAINT:

Acknowledge Receipt of Grievance.

Name Printed

Signature

Date

SAU #48 Title I Complaint Summary

SCHOOL DISTRICT:
STUDENT'S NAME:
DATE OF BIRTH:
PARENTS/GUARDIAN:
ADDRESS:

DATE:
GRADE:

PHONE NUMBER:

Complainant:

Name

Date

Address

Telephone Number

NATURE OF COMPLAINT:

Date of Occurrence:

Acknowledge Receipt of Grievance:

Name Printed

Signature

STEP 1: Informal Complaint - School Building Principal

Summary of procedure followed including reporting, investigation and corrective action.

STEP 2: Formal Complaint – Assistant Superintendent
Summary of procedure followed including reporting; investigation and corrective action:

The complaint was RESOLVED The complaint was NOT RESOLVED

STEP 3: Reconsideration – Superintendent
Summary of procedure followed including reporting; investigation and corrective action:

The complaint was RESOLVED The complaint was NOT RESOLVED

STEP 4: Appeal to School Board
Summary of procedure followed including reporting; investigation and corrective action:

The complaint was RESOLVED The complaint was NOT RESOLVED

STEP 5: Complaint filed with Virginia M. Bary, PH. D., Commissioner
c/o Title I Administrator
New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301

Summary of procedure followed including reporting; investigation and corrective action:

The complaint was RESOLVED The complaint was NOT RESOLVED

Title I Professional Development & Contracted Services Justification Form

Spaulding
Transition Services

1. Category of Title I Funds:

- Title I Part A
- Title I School In Need of Improvement (SINI)
- Title I District in Need of Improvement (DINI)
- Title I Part D, Subpart 2

Description of Activity: Spaulding Youth Center will partner with the Institute on Disability to complete the Training Level 3: RENEW Model Skill Building Training Series.

RENEW is a structured school-to-career transition planning and individualized wraparound process for youth with emotional and behavioral challenges. Developed in 1996 by staff at the Institute on Disability (IOD), RENEW is being provided by schools, community mental health centers, community-based providers, and IOD staff members to youth. The model focuses on supporting each youth to design and pursue a plan for the transition from school to adult life. RENEW has substantially increased the high school completion, employment, and post-secondary education participation rates among our most vulnerable youth.

This service provides in-depth training in the RENEW model and its process so that attendees can leave the series with the skills and knowledge to start implementing RENEW in their practice. Skills taught are as follows: engaging youth in participating in the RENEW process, personal futures planning with facilitated mapping, resource development to meet the youth's needs, RENEW team process strategies and facilitation, school to career planning, and strategies in supporting the youth to be in charge of the RENEW process. A brief overview of systemic features that need to be in place to ensure the successful implementation of RENEW will be covered through group activities and instruction. This training includes 2 trainers for the entire series.

Key Features of this training:

- Self Determination
- Personal Futures Planning
- Creative and Individualized School-to-Career Planning
- Strengths-based Approach
- Unconditional Care
- Building Family and other Natural and Community Supports
- Wraparound
- Systemic Support and Consultation

Training Outcomes:

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

2.

3. **Describe how this request is connected to the specific goals of each funding source:** *(Title I Part A – educationally disadvantaged student focused) (SINI & DINI Plans) (Part D – neglected, delinquent and at-risk students).* The Training Outcomes are connected to the goal of improving transition outcomes in youth: employability, graduation rates, and post-secondary participation.

4. **Name of Contractor:** The Institute on Disability

5. **Qualifications of Contractor:** *(Attach a resume in lieu of a narrative):*

6. **Budget:** *(Include costs such as staff compensation, materials, contracted services and other related costs).*

\$5000.00

1 Day Implementation Team Training & 6 Hours Consultation	1 Day @ \$1,500 6 Hours @ \$150/hr	\$2,400
3 Days RENEW Facilitator Training, manual, consultation	3 Days of training and 1 Day preparation @ \$1,500/Day 10 Manuals X \$15/manual 16 Hours @ \$100/hr	\$7,750
Travel - 10 RT from Concord	60 miles/ trip X .50/miles	\$300
TOTAL		\$10,450

7. **Beginning Date:** 1/1/2014 **Ending Date:** 8/30/2014

8. **Services to be Provided:** *(Include a description of the services to be provided. Identify any anticipated products that will be developed as a result of the services.)*

- a. One Day Implementation/Oversight Team training @ \$1,500 plus 6 hours consultation to team @ \$150/hour: This training for a small management team that includes agency administrators, school faculty, clinical staff, and a family/community member. This team assesses readiness for RENEW implementation, identifies the youth eligibility criteria for RENEW, creates a referral system, develops and provides information for agency staff about RENEW, puts into place a data system to assess the impact of RENEW, and outreach information.
- b. Three Full days or equivalent and 1 day of preparation for RENEW Facilitator Training @ \$1,500/day, manuals @ \$15/manual and 16 hours consultation and follow up @ \$100/hour. In-depth training and skill building for staff who will be providing RENEW directly to youth and for the individual(s) who will supervise or oversee implementation.

- **Participants:** Spaulding Youth Center Staff
- **Evaluation Process:** *(Describe how you will evaluate that services have been delivered successfully.)*
Surveys: of youth and collaterals assessing educational outcome, employment, satisfaction, youth ability to be pro-active, behavior data



Exhibit B

Method and Conditions Precedent to Payment

1. Funding for this Contract is subject to Department access to supporting funding for this project, which is dependent upon meeting the funding requirements listed in the Catalog of Federal Domestic Assistance (CFDA) # 84.010, Title 1 Part D, Subpart 1, ESEA.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in block 1.8 of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice, as created and supplied by the Division for Children, Youth and Families, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 3.2. The DCYF invoice must be completed and signed or transmitted electronically by the Contractor, or an authorized representative, in order to initiate payment.
 - 3.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.4. The completed invoice must be submitted to:

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



SPECIAL PROVISIONS

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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

2/13/2014
Date

Crystal S. Welch
Name:
Title: DIRECTOR OF FINANCE



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

2/13/2014
Date

Crystal S. Welch
Name:
Title: DIRECTOR OF FINANCE



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

2/13/2014
Date

Crystal J. Welch
Name:
Title: DIRECTOR OF FINANCE



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 Name:

2/13/2014
Date

Crystal S. Weber
Name:
Title: DIRECTOR OF FINANCE



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

2/13/2014
Date

Crystal L. Welch
Name:
Title: DIRECTOR OF FINANCE



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
3. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.



Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name:

2/13/14
Date

Auptal S. Welch
Name:
Title:

State Agency Name:

NH DHHS

3/14/14
Date

Mary Ann Cooney
Name:
Title: Associate Commissioner



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

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

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

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

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

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

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

Contractor Name:

2/13/2014
Date

Crystal L. Welch
Name:
Title: DIRECTOR OF FINANCE



FORM A

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

1. The DUNS number for your entity is: 073970667
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING YOUTH CENTER FOUNDATION, INC. is a New Hampshire nonprofit corporation formed July 31, 1986. 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 20th day of February A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPAULDING YOUTH CENTER is a New Hampshire nonprofit corporation formed July 3, 1958. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of February A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Lori Surowiec, Secretary Pro Tempore, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory).

1. I am a duly elected Officer of Spaulding Youth Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 17, 2013:
(Date)

RESOLVED: That the Director of Finance
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17 day of March, 2014.
(Date Contract Signed)

4. Crystal A. Welch is the duly elected Director of Finance
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Lori Surowiec
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 17th day of March, 2014,

By Lori Surowiec
(Name of Elected Officer of the Agency)

Deborah Flanders
(Notary Public/Justice of the Peace)



My Commission Expires: 12-4-18

SPAULDING YOUTH CENTER FOUNDATION
Annual Business Meeting of the Board of Directors - October 17, 2013
Board Motion No: SYCF 14-007

The Annual Meeting of the Members of the Spaulding Youth Center Foundation, a New Hampshire Corporation, was held at 4:01 pm on October 17, 2013. Due notice of the meeting had been given in writing, by e-mail, to all Directors.

Directors Present: Benson, Campbell, Clark, Clements, Dearborn, Franson, Humphrey, Marshall, McGuffin, Palfrey, Ventura, constituting a quorum

Directors Absent: Weners

Trustees Present: Blodgett, Clements, Dearborn, Gottling, Humphrey, Magoon, McCarty, McGuffin, Palfrey, Snelling, Strauch, Ventura, White

Staff Present: Calegari, Snook, Surowiec, Welch

Mr. Ventura, Chair, presided and called the meeting to order at 4:01 pm. Ms. Surowiec was appointed Secretary Pro-Tempore to record the minutes.

REPORT OF THE TREASURER AND FINANCE COMMITTEE:

Motion to Approve Business Authorizations

Mr. Clark presented a proposed motion to authorize Susan S. Calegari, James R. Clements, Jeremi Snook, and Crystal Welch to transact all necessary and customary business of Spaulding Youth Center Foundation.

After discussion, the following motion was duly made by Mr. Clark, seconded by Mr. Palfrey to:

RESOLVE THAT, Susan S. Calegari, President, Jeremi Snook, COO, and Crystal Welch, Director of Finance, jointly or individually, be authorized to transact all necessary and customary business of Spaulding Youth Center Foundation, including but not limited to the appropriate powers to sign contracts, sign checks, conduct online banking, enter into lease agreements, enter into loan agreements, transfer, endorse, deposit, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, cash, checks, evidences of indebtedness, or other securities, and to make, execute and deliver any and all written instruments necessary or proper to effectuate said authority, as authorized by the Board, and that the Secretary of the Corporation be authorized to execute any resolution as may be reasonably required to evidence their authority.

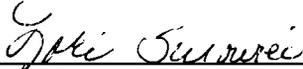
FURTHER RESOLVE THAT, Susan S. Calegari, President, retain the above authorities in her current role as President, until her resignation becomes effective at the end of the business day on January 3, 2014.

FURTHER RESOLVE THAT, effective January 4, 2014, James R. Clements, President, Jeremi Snook, COO and Crystal Welch, Director of Finance, jointly or individually, be authorized to transact all necessary and customary business of Spaulding Youth Center Foundation, including but not limited to the appropriate powers to sign contracts, sign checks, conduct online banking, enter into lease agreements, enter into loan agreements, transfer, endorse, deposit, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, cash, checks, evidences of indebtedness, or other securities, and to make, execute and deliver any and all written instruments necessary or proper to effectuate said authority, as authorized by the Board, and that the Secretary of the Corporation be authorized to execute any resolution as may be reasonably required to evidence their authority.

With the exception of Mr. Clements, who abstained, the vote was unanimous.

There being no further business to come before the Board, and upon unanimous approval, the meeting adjourned at 4:10 pm.

A true record.



Lori Surowiec
Secretary Pro-Tempore

SPAULDING YOUTH CENTER
Annual Business Meeting of the Board of Trustees - October 17, 2013
Board Motion No: SYC 14-008

The Annual Business Meeting of the Board of Trustees of Spaulding Youth Center was held at 3:35 pm on October 17, 2013. Due notice of the meeting had been given in writing, by e-mail, to all Trustees.

Trustees Present: Blodgett, Clements, Dearborn, Gottling, Humphrey, Magoon, McCarty, McGuffin, Palfrey, Snelling, Strauch, Ventura, White, constituting a quorum

Trustees Absent: Calder, Seed, Warner, A.

Directors Present: Benson, Campbell, Clark, Clements, Dearborn, Franson, Humphrey, Marshall, McGuffin, Palfrey, Ventura

Staff Present: Calegari, Snook, Surowiec, Welch

Mr. Clements, Chair, presided and called the meeting to order at 3:35 pm. Ms. Surowiec was appointed Secretary Pro-Tempore to record the minutes.

REPORT OF THE TREASURER AND FINANCE COMMITTEE:

Motion to Approve Business Authorizations

Mr. Strauch presented a proposed motion to authorize Susan S. Calegari, James R. Clements, Jeremi Snook, and Crystal Welch to transact all necessary and customary business of Spaulding Youth Center.

After discussion, the following motion was duly made by Mr. Magoon, seconded by Mr. Ventura to:

RESOLVE THAT, Susan S. Calegari, CEO, Jeremi Snook, COO, and Crystal Welch, Director of Finance, jointly or individually, be authorized to transact all necessary and customary business of Spaulding Youth Center, including but not limited to the appropriate powers to sign contracts, sign checks, conduct online banking, enter into lease agreements, enter into loan agreements, transfer, endorse, deposit, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, cash, checks, evidences of indebtedness, or other securities, and to make, execute and deliver any and all written instruments necessary or proper to effectuate said authority, as authorized by the Board, and that the Secretary of the Corporation be authorized to execute any resolution as may be reasonably required to evidence their authority.

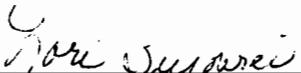
FURTHER RESOLVE THAT, Susan S. Calegari, CEO, retain the above authorities in her current role as CEO, until her resignation becomes effective at the end of the business day on January 3, 2014.

FURTHER RESOLVE THAT, effective January 4, 2014, James R. Clements, CEO, Jeremi Snook, COO and Crystal Welch, Director of Finance, jointly or individually, be authorized to transact all necessary and customary business of Spaulding Youth Center, including but not limited to the appropriate powers to sign contracts, sign checks, conduct online banking, enter into lease agreements, enter into loan agreements, transfer, endorse, deposit, sell, assign, set over and deliver any and all shares of stocks, bonds, debentures, notes, cash, checks, evidences of indebtedness, or other securities, and to make, execute and deliver any and all written instruments necessary or proper to effectuate said authority, as authorized by the Board, and that the Secretary of the Corporation be authorized to execute any resolution as may be reasonably required to evidence their authority.

With the exception of Mr. Clements, who abstained, the vote was unanimous.

There being no further business to come before the Board, and upon unanimous approval, the meeting adjourned at 4:01 pm.

A true record.



Lori Surowiec
Secretary Pro-Tempore



SPAULDING YOUTH CENTER

MISSION STATEMENT

Leverage our professional expertise to help young people with autism or other developmental and/or behavioral challenges learn the academic and life skills needed to be successful in their homes, schools and communities.

SPAULDING YOUTH CENTER AND
SPAULDING YOUTH CENTER
FOUNDATION, INC.

CONSOLIDATING FINANCIAL REPORT

JUNE 30, 2012

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees and Board of Directors
Spaulding Youth Center and
Spaulding Youth Center Foundation, Inc.
Northfield, New Hampshire 03276

We have audited the accompanying consolidating statement of financial position of Spaulding Youth Center and Spaulding Youth Center Foundation, Inc. as of June 30, 2012, and the related consolidating statements of activities and changes in net assets, functional expenses and cash flows for the year then ended. We previously audited and reported upon the consolidating financial statements of the Center and Foundation for the year ended June 30, 2011, dated September 15, 2011, which condensed statements are presented for comparative purposes only. These financial statements are the responsibility of the Center's and Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidating financial statements referred to above present fairly, in all material respects, the consolidated financial position of Spaulding Youth Center and Spaulding Youth Center Foundation, Inc. as of June 30, 2012, and the results of their operations, changes in net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Nathan Wechsler & Company
Concord, New Hampshire
September 13, 2012

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2012 and Comparative Totals for 2011

	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	2012 Consolidated	2011 Consolidated
ASSETS					
CURRENT ASSETS					
Cash	\$ 645,358	\$ 1,141,947	\$ -	\$ 1,787,305	\$ 1,780,578
Accounts receivable, net of allowance for doubtful accounts of \$25,000	1,350,697	-	-	1,350,697	1,247,464
Due from Spaulding Youth Center	-	12,421	(12,421)	-	-
Due from Spaulding Youth Center Foundation, Inc.	137,005	-	(137,005)	-	-
Pledges receivable, net	-	773,608	-	773,608	453,571
Prepaid expenses and food inventory	73,290	2,320	-	75,610	88,873
<i>Total current assets</i>	<i>2,206,350</i>	<i>1,950,296</i>	<i>(149,426)</i>	<i>3,987,220</i>	<i>3,570,486</i>
PROPERTY AND EQUIPMENT					
Land	7,100	376,126	-	383,226	383,226
Buildings and improvements	8,229,050	1,125,866	-	9,454,916	5,218,774
Vehicles and equipment	375,998	-	-	375,998	337,760
Furniture and fixtures	1,924,055	48,696	-	1,972,751	1,965,394
Construction in progress	-	-	-	-	1,293,662
Less accumulated depreciation	10,636,203	1,550,688	-	12,186,891	9,198,816
	4,254,078	449,499	-	4,703,577	4,580,550
	6,382,125	1,101,189	-	7,483,314	4,618,266
INVESTMENTS AND OTHER ASSETS					
Asset held for sale	1,974,181	9,500	-	1,974,181	454,000
Beneficial interests in trusts	-	-	-	-	1,967,124
Investments	-	5,181,922	-	5,181,922	5,284,454
<i>Total assets</i>	<i>\$ 10,562,656</i>	<i>\$ 8,222,907</i>	<i>\$ (149,426)</i>	<i>\$ 18,636,137</i>	<i>\$ 15,894,330</i>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current maturities of long-term debt	\$ 66,372	\$ -	\$ -	\$ 66,372	\$ 20,688
Accounts payable	122,318	25,399	-	147,717	628,739
Due to Spaulding Youth Center	-	149,426	(149,426)	-	-
Accrued expenses	494,670	-	-	494,670	423,452
Charitable gift annuities	-	4,324	-	4,324	5,271
<i>Total current liabilities</i>	<i>683,360</i>	<i>179,149</i>	<i>(149,426)</i>	<i>713,083</i>	<i>1,078,150</i>
LONG-TERM DEBT, less current maturities	2,686,256	-	-	2,686,256	3,313
<i>Total liabilities</i>	<i>3,369,616</i>	<i>179,149</i>	<i>(149,426)</i>	<i>3,399,339</i>	<i>1,081,463</i>
NET ASSETS					
Unrestricted:					
Net investment in property and equipment	3,629,497	1,101,189	-	4,730,686	3,300,603
Undesignated	1,454,634	987,089	-	2,441,673	2,788,474
Board designated	-	4,230,818	-	4,230,818	4,742,449
<i>Total unrestricted net assets</i>	<i>5,084,131</i>	<i>6,319,046</i>	<i>-</i>	<i>11,403,177</i>	<i>10,831,526</i>
Temporarily restricted	134,728	1,025,691	-	1,160,419	1,315,196
Permanently restricted	1,974,181	699,021	-	2,673,202	2,666,145
<i>Total net assets</i>	<i>7,193,040</i>	<i>8,043,758</i>	<i>-</i>	<i>15,236,798</i>	<i>14,812,867</i>
<i>Total liabilities and net assets</i>	<i>\$ 10,562,656</i>	<i>\$ 8,222,907</i>	<i>\$ (149,426)</i>	<i>\$ 18,636,137</i>	<i>\$ 15,894,330</i>

See Notes to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2012 and Comparative Totals for Year Ended June 30, 2011

	Spaulding Youth Center				Spaulding Youth Center Foundation, Inc.				2011 Consolidated	
	Temporarily Restricted		Permanently Restricted		Unrestricted		Temporarily Restricted			2012 Consolidated
	2012	2011	2012	2011	2012	2011	2012	2011		
Revenues, gains (losses) and other support:										
Tuition income	\$ 8,910,344	\$ 8,910,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,910,344	\$ 8,598,557
Other student services	1,186,652	1,186,652	-	-	-	-	-	-	1,186,652	1,103,996
National school lunch reimbursement	91,962	91,962	-	-	-	-	-	-	91,962	90,317
ISO program	461,871	461,871	-	-	-	-	-	-	461,871	532,017
Management fee - Foundation	235,383	235,383	-	-	-	-	(235,383)	-	-	-
Interest and dividends	1,358	1,358	-	-	117,054	23,861	-	-	142,273	144,787
Change in split-interest value	-	-	-	-	(2,796)	-	-	-	(2,796)	(2,796)
Other income	19,651	19,651	-	-	736	-	-	-	20,387	14,255
Gain (loss) on disposal of assets	(13,955)	(13,955)	-	-	(140,848)	-	-	-	(154,803)	150
Net realized and unrealized gains, net of investment fees of \$31,220	-	-	-	-	(24,288)	27,237	-	-	2,949	837,613
Contributions received	139,641	441,687	-	-	581,328	1,031,729	-	-	1,031,729	1,417,437
Special events	-	-	-	-	45,316	-	-	-	45,316	44,435
Investment income from trusts	92,651	92,651	-	-	6	6	-	-	92,657	76,733
Total revenues, gains (losses) and other support	11,125,558	441,687	-	-	11,567,245	1,082,827	-	(707,071)	11,938,181	12,857,578
Net assets released from restrictions:										
For satisfaction of restrictions from endowment income	245,466	-	-	-	(203,467)	(41,999)	-	-	(245,466)	-
For satisfaction of program restrictions	1,379,171	(1,379,171)	-	-	258,121	(258,121)	-	-	-	-
Total net assets released from restrictions	1,624,637	(1,379,171)	-	-	54,654	(300,120)	-	-	(245,466)	-
Expenses:										
Contributions to Spaulding Youth Center	-	-	-	-	471,688	-	-	-	471,688	-
General and administrative	1,718,822	-	-	-	363,916	-	-	-	363,916	1,943,308
Fundraising and public relations	-	-	-	-	32,764	-	-	-	32,764	31,468
Program services:										
Residential program	4,802,934	-	-	-	-	-	-	-	4,802,934	4,349,347
Education program	3,021,123	-	-	-	-	-	-	-	3,021,123	2,657,917
Program support	1,416,752	-	-	-	-	-	-	-	1,416,752	1,340,450
ISO program	343,638	-	-	-	-	-	-	-	343,638	361,493
Bad debt expense	25,741	-	-	-	31,000	-	-	-	56,741	3,294
Total expenses	11,329,010	-	-	-	899,368	-	-	(707,071)	11,521,307	10,687,273
Increase in value of beneficial interests in trusts	-	-	-	-	7,057	-	-	-	7,057	220,435
Increase (decrease) in unrestricted net assets	1,421,185	-	-	-	(849,534)	-	-	-	(849,534)	1,067,247
Increase (decrease) in temporarily restricted net assets	-	(937,484)	-	-	782,707	-	-	-	(154,777)	1,103,058
Increase in permanently restricted net assets	-	-	-	-	7,057	-	-	-	7,057	220,435
Increase (decrease) in net assets	1,421,185	(937,484)	-	-	(849,534)	782,707	-	-	423,931	2,390,740
Net assets, beginning of year	3,662,946	1,072,212	1,967,124	6,702,282	7,168,580	247,984	699,021	8,110,585	14,812,867	12,422,127
Net assets, end of year	\$ 5,084,131	\$ 134,728	\$ 1,974,181	\$ 7,193,040	\$ 6,319,046	\$ 1,025,691	\$ 699,021	\$ 8,043,758	\$ 15,236,798	\$ 14,812,867

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2012 and Comparative Totals for Year Ended June 30, 2011

	Spaulding Youth Center				Eliminations	Spaulding Youth Center Foundation, Inc.		2011 Consolidated
	General and Administrative	Residential	Education	IBO Program		Totals	2012 Consolidated	
Personnel expenses:								
Salaries and wages	\$ 748,296	\$ 1,890,845	\$ 1,782,918	\$ 127,220	\$ 5,045,022	\$ -	\$ 5,045,022	\$ 4,777,669
Contract wages	-	42,537	83,196	-	135,733	-	135,733	135,733
Employee benefits	235,383	-	-	-	235,383	-	235,383	235,383
One-time aid services	-	592,737	594,214	-	1,186,951	-	1,186,951	1,186,951
Employee salaries	152,866	667,179	368,162	33,327	1,401,450	-	1,401,450	1,343,177
FICA expense	54,864	171,416	83,934	8,934	408,434	-	408,434	378,628
Workers' compensation insurance	11,003	217,295	25,468	1,179	265,718	-	265,718	192,484
Other personnel expense	27,693	7,077	7,622	260	42,652	-	42,652	26,191
Employee recruitment	1,700	-	-	-	1,700	-	1,700	1,700
Total personnel expenses	1,230,000	3,866,544	2,472,733	172,920	9,020,090	(235,383)	9,020,090	8,305,210
Program expenses:								
Client treatment services	-	703	98,741	161,910	349,565	-	349,565	349,565
Building/Residential supplies	-	75,285	16,090	-	89,375	-	89,375	89,375
Equipment supplies	-	1,382	40,450	-	41,832	-	41,832	41,832
Food expense	-	168,380	44,780	146	213,506	-	213,506	209,037
Medical supplies	-	-	-	-	18,606	-	18,606	9,293
Printing	-	9,271	-	-	9,271	-	9,271	9,271
Client and staff transportation	-	313	342	1,290	1,945	-	1,945	1,345
Student program funds	-	30,270	-	1,065	31,335	-	31,335	16,393
Student activities	-	204	9,816	-	10,020	-	10,020	24,657
Total program expenses	-	286,468	208,202	187,631	775,795	-	775,795	9,811
Operating expenses:								
Advertising and mailing fees	55,168	-	-	-	55,168	-	55,168	61,273
Legal fees	24,293	-	-	-	24,293	-	24,293	24,066
Other professional services	16,257	-	-	-	16,257	-	16,257	33,180
Staff development	15,689	5,882	17,326	527	52,177	99	52,276	46,405
Office and computer supplies	21,136	1,024	3,715	448	30,644	979	31,643	36,310
Printing	-	-	-	-	-	13,216	13,216	12,591
Equipment rental	43,789	-	4,521	277	59,979	-	59,979	489
Equipment maintenance and repairs	20,615	-	-	412	21,027	-	21,027	38,679
Telecommunications	9,550	-	11,991	-	9,550	3,203	19,070	19,070
Postage and shipping	45,110	-	11,991	-	57,101	-	57,101	12,248
Vehicle lease, maintenance and repairs	47,997	12,322	3,225	-	63,544	2,276	65,820	52,162
Property and liability insurance	2,408	81	271	-	2,760	343	3,103	56,554
Memberships	-	378	19,828	-	20,206	-	20,206	4,007
Interest expense	-	-	-	-	-	-	-	4,170
Other expenditures	8,154	9,016	9,381	-	28,246	-	28,246	16,154
Equipment and furnishings	1,414	-	-	-	1,414	7,127	8,541	16,511
Public utility and communications	3,673	-	1,414	-	5,087	-	5,087	9,298
Annual meeting	-	-	-	-	-	786	786	929
Board retreat	-	-	-	-	-	4,459	4,459	233
Bank fees - credit card account	870	-	-	-	870	-	870	426
Staff travel	-	-	-	-	-	1,253	1,253	426
Food	-	-	-	-	-	608	608	468
Bever dam farm expenses	-	-	-	-	-	-	-	23,235
Cutter property expenses	-	-	-	-	-	18,666	18,666	-
Total operating expenses	271,211	85,805	79,388	1,664	446,977	63,938	510,935	457,410
Occupancy expenses:								
Heating costs	-	98,334	26,139	-	124,473	-	124,473	111,167
Other utilities	-	72,276	19,453	-	91,729	-	91,729	93,001
Maintenance and repairs	-	102,553	27,256	-	129,789	-	129,789	78,133
Property taxes	-	28,899	7,683	-	36,581	-	36,581	37,147
Other occupancy costs	16,699	82,905	62,235	1,425	171,218	3,613	174,831	154,927
Total occupancy expenses	16,699	384,945	152,765	1,423	554,299	8,648	562,938	474,377
Other expenses:								
Depreciation	58,807	178,772	127,013	-	344,652	-	344,652	337,131
Capital campaign expenses	-	-	-	-	-	-	-	130,009
Marketing expenses	-	-	-	-	-	-	-	9,869
Contributions	141,445	-	-	-	141,445	-	141,445	128,158
Golf tournament	-	-	-	-	-	-	-	12,421
Contributions to Spaulding Youth Center	-	-	-	-	-	-	-	13,669
Retirement and employee expense	-	-	-	-	-	-	-	63,663
Retirement benefits	-	-	-	-	-	-	-	17,075
Pooler life account distribution	-	-	-	-	-	-	-	471
Other other expense	-	-	-	-	-	916	916	-
Total other expenses	200,312	178,772	127,013	-	506,997	916	508,913	709,974
Totals	\$ 1,718,822	\$ 4,402,834	\$ 3,071,123	\$ 543,638	\$ 11,903,269	\$ (707,071)	\$ 11,464,566	\$ 10,983,979

See Note to Consolidated Financial Statements.

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

CONSOLIDATING STATEMENT OF CASH FLOWS

Year Ended June 30, 2012 and Comparative Totals for Year Ended June 30, 2011

	Spaulding Youth Center	Spaulding Youth Center Foundation, Inc.	Eliminations	2012 Consolidated	2011 Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase (decrease) in net assets	\$ 490,758	\$ (66,827)	\$ -	\$ 423,931	\$ 2,390,740
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:					
Depreciation	364,652	33,289	-	397,941	337,131
Amortization of charitable gift annuities	-	434	-	434	434
(Gain) loss on disposal of fixed assets	13,955	140,848	-	154,803	(150)
Net realized and unrealized gain on investments	-	(2,949)	-	(2,949)	(837,613)
Bad debt expense	25,741	31,000	-	56,741	3,294
Gifts restricted for capital campaign	-	(492,895)	-	(492,895)	(366,708)
Increase in beneficial interests in trusts	(7,057)	-	-	(7,057)	(220,435)
Increase in accounts receivable	(128,974)	-	-	(128,974)	(220,756)
Change in due to Spaulding Youth Center	(137,005)	343,165	(206,160)	-	-
Increase in pledges receivable	-	(351,037)	-	(351,037)	(343,427)
(Increase) decrease in prepaid expenses and food inventory	13,392	(129)	-	13,263	(28,169)
Increase in asset held for sale	-	(9,500)	-	(9,500)	(454,000)
Increase (decrease) in accounts payable	(501,216)	20,194	-	(481,022)	512,445
Change in due to Spaulding Youth Center Foundation, Inc.	(355,586)	149,426	206,160	-	-
Increase in accrued expenses	71,218	-	-	71,218	1,981
<i>Net cash provided by (used in) operating activities</i>	<i>(150,122)</i>	<i>(204,981)</i>	<i>-</i>	<i>(355,103)</i>	<i>774,767</i>
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchase of property and equipment	(3,276,944)	-	-	(3,276,944)	(1,658,115)
Proceeds from sale of property and equipment	-	313,152	-	313,152	450
Proceeds from sale of Investments	-	3,265,874	-	3,265,874	7,918,802
Purchase of investments	-	(3,160,393)	-	(3,160,393)	(6,696,218)
<i>Net cash provided by (used in) investing activities</i>	<i>(3,276,944)</i>	<i>418,633</i>	<i>-</i>	<i>(2,858,311)</i>	<i>(435,081)</i>
CASH FLOWS FROM FINANCING ACTIVITIES					
Proceeds from borrowings on long-term debt	2,763,382	-	-	2,763,382	-
Principal payments on long-term debt	(34,755)	-	-	(34,755)	(63,601)
Proceeds from gifts restricted for capital campaign	-	492,895	-	492,895	366,708
Payments on charitable gift annuities	-	(1,381)	-	(1,381)	(1,380)
<i>Net cash provided by financing activities</i>	<i>2,728,627</i>	<i>491,514</i>	<i>-</i>	<i>3,220,141</i>	<i>301,727</i>
<i>Net increase (decrease) in cash</i>	<i>(698,439)</i>	<i>705,166</i>	<i>-</i>	<i>6,727</i>	<i>641,413</i>
Cash, beginning of year	1,343,797	436,781	-	1,780,578	1,139,165
Cash, end of year	\$ 645,358	\$ 1,141,947	\$ -	\$ 1,787,305	\$ 1,780,578
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION					
Cash payments for:					
Interest expense	\$ 88,255	\$ -	\$ -	\$ 88,255	\$ 4,170

See Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

Note 1. Nature of Activities

Spaulding Youth Center ("the Center") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. The Center was established to provide high-quality therapeutic, educational, residential and foster care services for boys with emotional and behavioral disorders; boys who are victims of sexual or physical abuse; and boys and girls with autism or other neurological impairments. The Center also provides training to families and professional staff focusing on children's behavioral, emotional and educational challenges. The Center was created as a result of the merger of the Daniel Webster Home, and the Gold Rule Farm on November 6, 1958.

The Spaulding Youth Center Foundation, Inc. ("the Foundation") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. It is not classified as a private foundation by the Internal Revenue Service. The Foundation was formed in a court-approved reorganization of the Spaulding Youth Center, whereby certain assets of the Center, including the endowment funds, were transferred to the Foundation for administration effective March 31, 1989. The Foundation also assumed the fundraising functions of the Center.

Note 2. Significant Accounting Policies

Principles of Consolidation: The consolidating financial statements include the accounts of the Center and the Foundation, collectively referred to as "the Organization." The Center and the Foundation share common members of their Boards and are, therefore, under common control. All material inter-organizational transactions have been eliminated in the consolidation.

Basis of accounting: The financial statements of the Organization are prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: Management uses estimates and assumptions, such as fair value of pledges receivable, useful lives of property and equipment and allowance for doubtful accounts in preparing financial statements. Those estimates and assumptions affect the recorded amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the recorded revenues and expenses. Accordingly, actual results may differ from those estimates.

Basis of presentation: The Organization accounts for contributions received in accordance with the FASB Accounting Standards Codification topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

The Organization adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

Unrestricted net assets include revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions or time restrictions.

Temporarily restricted net assets include gifts and pledges for which time and donor-imposed restrictions have not yet been met and also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions.

Cash and cash equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2012.

Accounts receivable: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on their assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to accounts receivable.

Fair value option: GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The Organization has elected the fair value option for pledges receivable.

Pledges receivable: Unconditional pledges receivable are reported at net realizable value if at the time the promise is made payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value initially and in subsequent periods because the Organization elected the fair value option in accordance with generally accepted accounting principles. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements.

Contributions: Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

(continued on next page)

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Beneficial interests in trusts: Beneficial interests in trusts are carried at the fair value of the expected future distributions from irrevocable perpetual trusts controlled by trustees not related to the Organization.

Donated services: Volunteers have donated their time to the Center and its programs; however, these donated services are not reflected in the financial statements since these services do not meet the criteria for recognition as contributed services.

Inventories: Inventories are valued at the lower of cost on the first-in, first-out basis, or market.

Property and equipment: Property and equipment are recorded at cost if purchased or at fair value on the date of gift if donated. Donated assets are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Property and equipment are being depreciated using the straight-line method over estimated useful lives as follows:

	Years
Buildings and improvements	5-40
Vehicles and equipment	3-15
Furniture and fixtures	3-7

The Organization's policy is to capitalize asset acquisitions in excess of \$1,000. Lesser amounts are generally expensed. At June 30, 2012, \$68,050 of capitalized interest is included in the cost of the newly constructed school building. All depreciation taken on property and equipment is recorded as unrestricted operating expense.

Income taxes: The Center and Foundation are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Center and Foundation are also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization has adopted the provisions of FASB Interpretation No.48, Accounting for Uncertainty in Income Taxes (FASB ASC 740). Accordingly, management has evaluated the Organization's tax positions and concluded the Organization had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2008.

Expense allocation: All direct and overhead expenses have been allocated to comply with the rate-setting guidelines provided by the New Hampshire Department of Education and the Division of Children, Youth and Families, to which these statements and other financial documents are submitted by the Center.

Functional allocation of expenses: The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

Comparative financial information: The financial statement includes certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2011, from which the summarized information was derived.

Advertising costs: The Organization expenses all advertising costs as incurred. Advertising and recruitment expense amounted to \$1,700 for the year ended June 30, 2012.

Note 3. Concentrations

The Center receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division of Children, Youth and Families, in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. In addition, the Center receives support from similar governmental agencies in other states. It is reasonably possible that in the near-term these arrangements could cease, by action of legislation, which would cause a severe impact on the Center and its ability to continue operations in the present capacity. The Center does not expect that the support from these governmental agencies will be lost in the near-term.

The Organization maintains cash accounts in multiple financial institutions. The Company's non-interest-bearing cash balances were fully insured at June 30, 2012 due to a temporary federal program in effect through December 31, 2012. Under the program, there is no limit to the amount of insurance for eligible accounts. The Company's interest-bearing accounts are insured up to \$250,000, per depositor at each financial institution. There were no interest-bearing amounts on deposit in excess of federally insured limits at June 30, 2012. Not included in these amounts is a portion of the Organization's cash balances invested in a repurchase agreement which is not insured by the FDIC. The repurchase agreement is an obligation of the Bank and the underlying federal security serves as collateral. Shares of pooled U.S. Government-backed securities pledged as collateral totaled approximately \$1,255,000 at June 30, 2012.

Note 4. Pledges receivable

Unconditional promises to give are included in the financial statements as pledges receivable and revenue of the appropriate net asset category. Pledges expected to be received beyond one year are recognized at fair value using present value techniques and a discount rate of 3%.

Unconditional promises to give are expected to be realized in the following periods:

In one year or less	\$ 292,240
Between one year and five years	558,017
Less: allowance for doubtful pledges	(30,000)
Less: present value discount	(46,649)
<i>Total</i>	<u>\$ 773,608</u>

SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

Note 5. Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values, based upon quoted market prices or estimated fair value provided by external managers, in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities and changes in net assets.

The following summarizes investment return for the year ended:

June 30, 2012

	Temporarily		Total
	Unrestricted	Restricted	
Interest and dividends	\$ 118,412	\$ 23,861	\$ 142,273
Realized gains	37,527	37,960	75,487
Unrealized gains	(36,103)	(5,205)	(41,308)
Investment fees	(25,712)	(5,518)	(31,230)
	<u>\$ 94,124</u>	<u>\$ 51,098</u>	<u>\$ 145,222</u>

The Foundation has established a pooled life income fund. Gifts to the fund are administered by a third party trustee for the eventual benefit of the Foundation. A donor, by transferring property to the fund, contributes an irrevocable remainder interest in such property to the Foundation. The donor and/or other beneficiaries retain income interest in such property for the remainder of their lives. The donor may also specify that the Foundation receive an income interest. Upon death of a donor or after the death of the last beneficiary, an amount equal to the value allocated to that donor's gift is removed from the fund and it becomes the absolute property of the Foundation. As of June 30, 2012, the fund had one donor and a market value of \$31,779.

As of June 30, 2012, the Foundation has signed contracts with two donors which created charitable gift annuities that are being administered by the Foundation. The donors retain the power to revoke the annuity payments. The Foundation's obligation under the agreements terminates upon the death of the last beneficiary unless sooner terminated by the donor. Based on the donors' and beneficiaries' life expectancies and the discount rates, the amortized gift annuity liability of the Foundation was estimated to be \$4,324 as of June 30, 2012. During the year ended June 30, 2012, the Foundation amortized \$434 of the discount on the estimated present values of the future payments.

Note 6. Beneficial Interests in Trusts

The Center is the beneficiary of several irrevocable perpetual trusts managed by local, independent financial institutions. The Center receives distributions from seven trusts based on the income earned and annual distributions made by the trust. The Center received \$92,651 from these trusts during the year ended June 30, 2012. This amount is recorded as unrestricted investment income.

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

The Center's portion of the fair value of these trusts, which approximates the present value of future benefits expected to be received, amounted to \$1,974,181 at June 30, 2012. In accordance with FASB ASC 958-605, *Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others*, the Center has recorded the change in value of these investments on the statement of activities and changes in net assets. The increase in value of beneficial interests in trusts during the year ended June 30, 2012 amounted to \$7,057.

Note 7. Net Assets

Temporarily restricted net assets at June 30, 2012 consisted of gifts, pledges, other unexpended revenues, and investment gains available for the following purposes:

Capital campaign project	\$ 62,219
Outdoor education	1,409
Christmas gifts	3,976
Art supplies	4,377
Special Olympics	294
Transportation	20,000
School store	2,757
Miscellaneous	17,282
Annual giving time restricted to future years	12,322
Staff development	1,748
Property maintenance and improvement	8,344
Pledges receivable	773,608
Portion of perpetual endowment funds subject to time restriction under UPMIFA	252,083
<i>Total</i>	<u><u>\$ 1,160,419</u></u>

Permanently restricted net assets consist of the following at June 30, 2012:

Beneficial interests in trusts	\$ 1,974,181
Endowment original value of gifts primarily for general operating support, outdoor and agricultural education, and art programs	699,021
	<u><u>\$ 2,673,202</u></u>

Note 8. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

- Level 1 - inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Organization has valued its investments, listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 - inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments. Financial assets and liabilities carried at fair value on a recurring basis consist of the following at June 30, 2012:

	Level 1	Level 2	Level 3
Assets			
Cash and Money Market Funds	\$ 48,391	\$ -	\$ -
Repurchase agreement	-	1,255,133	-
Equities			
U.S Mid Cap	56,615	-	-
U.S Small Cap	134,117	-	-
International	377,491	-	-
Consumer discretionary	148,189	-	-
Consumer staples	622,099	-	-
Energy	462,655	-	-
Financials	48,950	-	-
Health care	462,719	-	-
Industrials	299,764	-	-
Information technology	247,192	-	-
Materials	28,319	-	-
Telecommunications	230,643	-	-
Utilities	186,587	-	-
Other equities	183,124	-	-
Fixed Income:			
U.S. Treasury	499,063	-	-
Corporate bonds	624,370	-	-
International	73,542	-	-
Mortgage-backed securities	285,852	-	-

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

Inflation hedging	130,461	-	-
Pledges receivable	-	-	773,608
Beneficial interest in pooled income fund	-	-	31,779
Beneficial interests in trusts	-	-	1,974,181
Asset held for sale	-	-	9,500
<i>Total</i>	<u>\$ 5,150,143</u>	<u>\$ 1,255,133</u>	<u>\$ 2,789,068</u>

The following table presents the change in Level 3 instruments for the year ended June 30, 2012:

	Pledges Receivable	Beneficial interest in pooled income fund	Beneficial interests in trusts
Balance, beginning of year	\$ 453,571	\$ 32,113	\$ 1,967,124
New pledges	745,250	-	-
Pledge payments and write-offs	(380,188)	-	-
Changes to discount and allowance	(45,025)	-	-
Purchases, issuance, and settlements	-	(916)	-
Investment income	-	666	-
Contributions	-	-	-
Total realized and unrealized gains, included in changes in net assets	-	(84)	7,057
Balance, end of year	<u>\$ 773,608</u>	<u>\$ 31,779</u>	<u>\$ 1,974,181</u>

	Pledges Receivable	Beneficial interest in pooled income fund	Beneficial interests in trusts
Amount of unrealized gains attributable to change in unrealized gains relating to assets still held at the reporting date, included in changes in net assets	\$ (45,025)	\$ (730)	\$ 7,057

The Organization has elected the fair value option for recording long-term pledges receivable. As a result of this election, pledges receivable are reported at fair value initially and in subsequent periods. This option simplifies the recordkeeping aspect of accounting for pledges receivable by eliminating the requirement to amortize the resulting discount.

The fair value of the pooled income fund is determined by calculating the present value of the future distributions expected to be received using published life expectancy tables and a 5% discount rate and are reflected as Level 3.

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

The fair value of the beneficial interests in trusts is determined by calculating the present value of future distributions expected to be received, which approximates the market value of the trusts' assets at June 30, 2012.

The fair value of the asset held for sale, a piece property that the Organization received as a gift, was determined by an independent real estate appraisal.

Note 9. Endowment Funds and Net Assets

The Organization adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205-45). FASB ASC 958-205-45 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). FASB ASC 958-205-45 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. Spaulding Youth Center Foundation, Inc. has adopted FASB ASC 958-205-45 for the year ending June 30, 2010. The Foundation's endowment is comprised of approximately seven named funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of Spaulding Youth Center Foundation, Inc. has interpreted UPMIFA as allowing the Foundation to appropriate for expenditure or accumulate so much of an endowment fund as the Foundation determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, the Foundation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed in UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Foundation, and (7) the investment policies of the Foundation.

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Foundation to retain as a fund of perpetual duration. In accordance with GAAP, deficiencies of this nature that are reported in unrestricted net assets were \$40,788 as of June 30, 2012. These deficiencies resulted from unfavorable market fluctuations that occurred after the investment of new permanently restricted contributions and continued appropriation for certain programs that was deemed prudent by the Board of Directors.

Investment Return Objectives, Risk Parameters and Strategies: The Foundation has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of between approximately 5.4% and 6.4%, while growing the funds if possible. Therefore, the Foundation expects its endowment assets, over time, to produce an average rate of return of approximately 8% annually. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy: The Foundation has adopted a written spending policy of appropriating for distribution each year 5% of its endowment fund's average fair value of the prior 20 quarters through the year preceding the fiscal year in which the distribution is planned. In establishing this policy, the Foundation considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation. The Foundation expects the current spending policy to allow its endowment funds to grow at a nominal average rate of approximately 3% annually, which is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2012 is as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ (40,788)	\$ 252,083	\$ 699,021	\$ 910,316
Board-designated endowment funds	4,271,606	-	-	4,271,606
	<u>\$ 4,230,818</u>	<u>\$ 252,083</u>	<u>\$ 699,021</u>	<u>\$ 5,181,922</u>

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

Changes in endowment net assets as of June 30, 2012 are as follows:

	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	\$ 4,342,449	\$ 242,984	\$ 699,021	\$ 5,284,454
Investment return net of fees:				
Investment income	115,595	23,861	-	139,456
Net realized and unrealized gains, net of fees	(27,039)	29,831	-	2,792
Total investment return	88,556	53,692	-	142,248
Contributions	686	-	-	686
Recovery of funds with deficiencies	2,594	(2,594)	-	-
Appropriation of endowment assets for expenditure	(203,467)	(41,999)	-	(245,466)
Endowment net assets, end of year	\$ 4,230,818	\$ 252,083	\$ 699,021	\$ 5,181,922

Permanently restricted net assets are comprised of the original value of gifts and all subsequent gifts donated to the permanent endowment to be used primarily for general operating support, outdoor and agricultural education, and art programs. Temporarily restricted net assets are comprised of the portion of perpetual endowment funds subject to a time restriction under UPMIFA.

Note 10. Line-of-Credit, Long-Term Debt and Pledged Assets

Long-term debt, June 30, 2012

Note payable, bank, secured by first mortgage on 130 Shedd Rd., interest at 4%, requiring monthly principal and interest payments of \$14,732, due February 2037	\$ 2,752,628
Portion payable within one year	66,372
<i>Total long-term debt</i>	<u>\$ 2,686,256</u>

The carrying amount reported in the consolidating statements of financial position approximates fair value because the Center can obtain similar loans at the same terms.

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SPAULDING YOUTH CENTER AND SPAULDING YOUTH CENTER FOUNDATION, INC.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

The Center has a \$400,000 revolving line-of-credit agreement with interest at the Wall Street Journal prime rate plus 1.5% (4.75% at June 30, 2012), with a floor rate of 4.75%, secured by all accounts receivable, demand deposits, cash collateral, contracts and contract rights, and other amounts that might become owed to the Center during its normal course of operations. This line-of-credit has an annual renewal date of February 3, 2013. As of June 30, 2012, the Center did not have an outstanding balance on this line-of-credit.

The Foundation has a \$400,000 revolving line-of-credit agreement with interest at the Wall Street Journal prime rate plus 1% (4.25% at June 30, 2012), with a floor rate of 4.25%, secured by the Foundation's investment account. This line-of-credit is subject to an annual review with no set expiration date. As of June 30, 2012, the Foundation did not have an outstanding balance on this line-of-credit.

The following is a summary of the principal payments due on long-term debt:

<u>Year Ending June 30,</u>	
2013	\$ 66,372
2014	69,114
2015	71,970
2016	74,663
2017	78,028
Thereafter	<u>2,392,481</u>
<i>Total</i>	<u><u>\$ 2,752,628</u></u>

Note 11. Tuition Income

Tuition income reported on the statements of activities and changes in net assets includes instructional revenue and residential revenue as follows:

Instructional revenue	\$ 4,240,353
Residential revenue	4,669,991
<i>Total</i>	<u><u>\$ 8,910,344</u></u>

Note 12. Retirement Plan

The Center maintains a defined contribution 403(b) qualified retirement plan ("the Plan"). The Plan covers all employees of the Center and the Foundation who have completed two years of service and who are at least twenty one years of age. Each year, the Center contributes to the Plan in accordance with the Plan document. Participants may make elective wage and salary deferrals into this plan. All participants are 100% vested upon entry. Included in employee benefits in the consolidating statement of functional expenses is the retirement expense amounting to \$241,555 for the year ended June 30, 2012.

NOTES TO CONSOLIDATING FINANCIAL STATEMENTS

Note 13. Reclassifications

Certain June 30, 2011 amounts have been reclassified to conform to the current year presentation. Such reclassifications have had no effect on the total change in net assets as previously reported.

Note 14. Contingent Grant

In June 2012, the Foundation received a last dollar challenge grant in the amount of \$100,000 to support the construction of the new school building. Receipt of the grant funds is contingent on the Foundation raising \$3,100,000 for the project by June 30, 2013.

Note 15. Subsequent Events

The Organization has evaluated subsequent events through September 13, 2012, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2012.

Spaulding Youth Center Board of Trustees 2013 - 2014

Chair

James R. Clements

Term expires: 10/15

Vice Chair

Pamela Seed
Speech/Language Pathologist

Term expires: 10/14

Treasurer

Walter Strauch

Term expires: 10/14

Secretary

Hali B. Dearborn
EPTAM Plastics

Term expires: 10/13

Victoria F. Blodgett
Clinical Psychologist

Term expires: 10/14

George Calder

Term expires: 10/14

Suzanne H. Gottling

Term expires: 10/14

Terrance Humphrey

Term expires: 10/15

Ronald L. Magoon
Executive Vice President
COO and Treasurer

Term expires: 10/16

Stephen McCarty

Term expires: 10/14

Scott D. McGuffin, Esq.

Term expires: 10/14

David J. Palfrey

Term expires: 10/13

Robert N. Snelling

Term expires: 10/15

Michael Ventura
President

Term expires: 10/15

Ashley Warner, M.D.

Term expires: 10/13

Peter White

Term expires: 10/14

Marcia O. Rundle

Work History

- 2011-present Spaulding Youth Center – Northfield, New Hampshire*
Title I Reading Tutor
- 2004-2010 Spaulding Youth Center – Northfield, New Hampshire*
Special Education Coordinator; supervise teachers, ensure related services are provided, communicate with sending school districts, manage a caseload of six students, teach Wilson Reading, administer state and district-wide testing.
- 2003-2004 Spaulding Youth Center – Northfield, New Hampshire*
Teacher of 7th-8th grade Emotionally Handicapped boys; worked closely with colleagues, administration, clinicians, family workers and dorm staff to address whole child.
- 2001-2003 Winnisquam Regional School District – Northfield, New Hampshire*
Resource Room teacher for 1st through 3rd grade students; managed a caseload of 16 students; presided over and completed paperwork for PPT meetings; administered formal academic evaluations; worked with teachers and aides to implement IEP's and accommodations.
- 1994-2001 Riverview School – E. Sandwich, Massachusetts*
Promoted to Head Teacher of the Senior Team at this independent residential school for teenagers with learning disabilities. Duties included supervision of a team of 4-5 teachers, teacher observation and evaluation, supervision of portfolio and informal assessment, budget planning, communication with parents, daily communication with residential staff, coordination of activities with various community organizations, IEP preparation, writing narrative reports and teacher Math and Language Arts; collaborated with team to write theme-based curriculum; organized and implemented annual Senior class fundraiser, prom, and graduation activities.
- 1989-1994 Riverview School- E. Sandwich, Massachusetts*
Teacher of high school age students; participated in a Master Teacher pilot program, 1991-1993. In addition to teaching duties, was an advisor to a caseload of 8-9 students.
- 1978-1980 Marietta Public Schools- Marietta, Georgia*
Teacher of Learning Disabled students, ranging in age from 8-13 in a self-contained classroom.
- 1974-1979 Marshfield Public Schools- Marshfield, Massachusetts*
Teacher of Prevocational class, developmentally delayed students, aged 13-15; held monthly meetings in which parent concerns and interests were discussed.
- 1962-1969 College Community Schools- Cedar Rapids- Iowa*
Fourth grade teacher.

Education

Ongoing recertification process

Language Circle Enterprises: *Project Read Phonology and Reading Comprehension;* 2003

Numerous teacher conferences, workshops, and weekly inservices given by nationally renowned Learning Disabilities expert, Richard D. Lavoie, (1988-2001)

Georgia State University: *Special Education; summer, 1980*

Boston State University: *Matriculated into graduate program for moderate special needs; May 1979-July 1979*

Bridgewater State College: *Special Education and Reading Courses; 1974-1978,1990*

University of Iowa: *Bachelor of Arts, Elementary Education; 1969*

CERTIFICATIONS

New Hampshire; Elementary Education, General Special Education

References available upon request

Elizabeth A. Witham

Orton Gillingham Tutor

Seeking an opportunity to work with children challenged to read by using a multisensory structured language education program.

Experience:

Private Tutor

June 2010 -Present

Spaulding Youth Center

Northfield, NH

Title I Reading Tutor

October 2010-Present

Private contractor to assess and tutor students, one-on-one, using Orton-Gillingham approach. Generate quarterly progress reports. Interface with teachers, clinicians, and support staff to develop and implement positive strategies for individual students.

Seacoast Learning Center

Rochester, NH

Tutor

May 2010-June 2012

Scholar

January 2009-May 2010

Tutor students using Orton-Gillingham approach since March 2009. Develop individual lesson plans, phonemic awareness activities, monitor student progress ongoing.

Successfully created and implemented a behavior modification chart.

Proficient with Microsoft Office, Excel, Word, Internet

Home Management

1998- Present

Guardian of medical and legal aspects for parental end of life care. Trained and volunteered at local woman's shelter. Support various committees - Chairperson of major fundraiser for woman's shelter, increased profits from \$45K to \$82K. Active parent at school and swim team.

Astra Microtronics Technology

Doylestown, PA

Account Manager:

1996-1998

Reported to Executive V.P of Sales. Managed Astra's largest corporate customer in size, volume and revenue. Key aspect of position was to communicate, mediate and facilitate the needs of two external organizations to meet one end goal. Interfaced heavily with customer and offshore manufacturing to facilitate design, process, implementation and manufacture of end product.

Operations Management: Progression of positions from 1982-1996 supporting all aspects of operations management. Key strengths include: excellent communication skills, the ability to coordinate support of multiple core group, attention to detail. Extensive computer skills to forecast, monitor, and prioritize corporate commitments.

- o Anadigics Inc., Warren, NJ - Master Scheduler 94-96
- o SGS- THOMSON Microelectronics, Montgomeryville, PA - Production Planner 91-94
- o Sprague Semiconductor Group, Willow Grove, PA - PC Planner/FG Supervisor 82-91

Education:

Advanced Language Training, IMSLEC Certified, Masonic Learning Center
10/2010-6/2012
Seacoast Learning Center, Rochester, NH. IMSLEC Accreditation 1/2009-5/2010
Temple University, Philadelphia, PA. BBA, Business Administration GPA 3.24 1983-1990
Montgomery County Community College, Gwynedd, PA. GPA 4.0 1982-1983
Indiana University of Pennsylvania, Indiana, PA. Consumer Services GPA 3.25 1979-1982

Maria J. VanderWoude

Education	M.A.T., Agricultural Education, Cornell University, 1986 B.S., Agricultural Education, Cornell University, 1985
Summary of Experience	25 years of experience in Career and Technical Education includes student recruitment and program promotion, curriculum development, event planning and classroom management. Abilities include developing promotional materials, marketing course offerings to diverse audiences, working independently and functioning as part of a team.
Experience	<p>Student Services Coordinator, Winnisquam Regional Agricultural Education Center <i>2000- present, Winnisquam Regional School District, Tilton, NH</i></p> <p>Responsibilities:</p> <ul style="list-style-type: none">• Promote agricultural education program and recruit students from area middle and high schools; create and give presentations to students, parents and teachers• Work with guidance and administrative personnel to enroll students in appropriate classes at regional center• Educate high school staff members and parents about the program and opportunities for students• Develop promotional materials including brochures, newsletters, website, video and power point presentations• Plan and coordinate functions including open houses, tours, administrative breakfasts and committee meetings• Write and submit news releases to local publications• Assist students in applying for college, scholarships and CTSO awards• Collect data and report on enrollment trends and equity concerns• Aid in Perkins reporting• Research and implement service learning opportunities• Develop curricula• Coordinate and present eighth grade exploratory program <p>Executive Director, Granite State Association of FFA <i>1992 – present, Granite State Association of FFA, Concord, NH</i></p> <p>Responsibilities:</p> <ul style="list-style-type: none">• Provide leadership training for members of the FFA• Arrange professional development and in-service training for teachers• Manage the FFA state officer team• Plan and coordinate the annual state FFA convention, leadership camp, fall leadership day and other state-wide events• Implement National FFA programs for students and teachers of agriculture• Negotiate with hotels and conference centers for hosting of FFA events• Apply for and administer grants

Agriculture Teacher

1986 – 1992, Alvirne High School, Hudson, NH

Responsibilities:

- Developed curricula for horticulture courses
- Taught horticulture, animal science and general agriculture
- Advised the Alvirne FFA Chapter
- Worked as a team member with 5 others as part of the agriculture department
- Managed the floriculture program so that it was financially self-sufficient
- Participated in developing and implementing public relations activities

Agricultural-Extension Education Recruitment Ambassador

1985 – 1986, Cornell University, Ithaca, NY

- Contacted potential freshman, transfer and graduate students
- Implemented materials for recruitment and publicity purposes
- Prepared and distributed informational materials
- Designed recruitment materials
- Addressed groups of students, teachers and others

Agriculture Teacher

January 1985 – August 1985, Delaware Academy, Delhi, NY

- Developed curricula and taught high school level courses in agricultural production, general agriculture and small engine repair
- Advised the Delaware Academy FFA Chapter

Certifications

- Experienced Educator, Comprehensive Agricultural Education endorsement
- Commercial Driver's License, Class C, School Bus and Passenger endorsements
- American Red Cross, CPR/AED –Adult

Awards

- Outstanding Young Agriculture Teacher, 1988
- State Council On Vocational Education Outstanding Educator, 1997
- Honorary State FFA Degree, 1999
- Honorary American FFA Degree, 2006

Professional Memberships

- National Association of Agricultural Educators
- New Hampshire Association of Agricultural Educators
- New Hampshire Agriculture in the Classroom Committee - Secretary
- New Hampshire FFA Foundation

References

Janet Rosequist, Director, Winnisquam Regional Agricultural Education Center
(603)286-4531, ext. 400, jrosequist@wrsdsau59.org

Richard Barker, State Supervisor of Agricultural Education (Retired), NH
Department of Education, (603)522-8628, brkrijonric@aol.com

Wilbur Palmer, Director (Retired), Wilbur H. Palmer Vocational – Technical
Center, (603)432-7212, w-palmer@comcast.net

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division for Children, Youth and Families

Agency Name:

Spaulding Youth Center

Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
James Clements, CEO	\$85,000	0.00%	\$0.00
Jeremi A. Snook, MBA, COO	\$117,500	0.00%	\$0.00
Crystal A Welch, Director of Finance	\$67,756	0.00%	\$0.00
Colleen Silva, MEd.	\$67,080	0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00