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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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July 21, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed $76,080,959.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

| Vendor Name / Vendor Code | Area Served | SFY 2022 | SFY 2023 | SFY 2024 | Total Contract Amount |
|---|---|---|---|---|---|
| Chase Home for Children<br>Portsmouth, NH<br>(VC# TBD) | Portsmouth, NH | 1,659,472.00 | 1,549,292.00 | 1,549,292.00 | 4,758,056.00 |
| Devereux Foundation<br>Rutland, MA<br>(VC# TBD) | In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County | 2,320,185.00 | 2,320,185.00 | 2,320,185.00 | 6,960,555.00 |
| Mount Prospect Academy<br>Plymouth, NH<br>(VC# TBD) | Plymouth, NH | 15,725,398.00 | 15,725,398.00 | 15,725,398.00 | 47,176,194.00 |

| | | | | | |
|---|---|---|---|---|---|
| Orion House<br><br>Newport, NH<br>(VC# TBD) | Newport, NH | 433,685.00 | 433,685.00 | 433,685.00 | 1,301,055.00 |
| Vermont Permanency Initiative<br><br>Orford, NH<br>(VC# TBD) | In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County | 5,295,033.00 | 5,295,033.00 | 5,295,033.00 | 15,885,099.00 |
| | **Total:** | **$25,433,773.00** | **$25,323,593.00** | **$25,323,593.00** | **$76,080,959.00** |

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

**EXPLANATION**

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

| | | | |
|---|---|---|---|
| PROJECT TITLE | Residential Treatment Services for Children's Behavioral Health | | |
| PROJECT ID NUMBER | RFP-2021-DBH-12-RESID | | |
| LEVEL OF CARE | Level 1 | | |
| | Proposer Name | Option/Program | TOTAL SCORE |
| 1 | Chase Home | Independent Living Program | 63 |
| 2 | Dover Childrens Home | Pilot House | 82 |
| 3 | Home for Little Wanderers | Hillsborough Village program | 47 |
| 4 | Home for Little Wanderers | Village Apartments | 85 |
| 5 | Mentor ABI (NeuroRestorative) | NeuroRestorative NH | disqualified |
| 6 | Orion House Incorporated | Orion House | 56 |

Reviewers Name and Title

1 Robert Rodier, Administrator for DCYF

2 Richard Sarette, Administrator for DCYF

3 Shawn Blakey, Program Specialist IV, CBH

4 Paige Morgan, Youth Voice

5 Tanja Godtfredsen, Business Administator, Finance

New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

| | | | |
|---|---|---|---|
| PROJECT TITLE | Residential Treatment Services for Children's Behavioral Health | | |
| PROJECT ID NUMBER | RFP-2021-DBH-12-RESID | | |
| LEVEL OF CARE | Level 2 | | |
| | Proposer Name | Option/Program | TOTAL SCORE |
| 1 | Chase Home | Portsmouth | 85 |
| 2 | Dover Childrens Home | Dover | 91 |
| 3 | Home for Little Wanderers | Unity House | 75 |
| 4 | Home for Little Wanderers | Keene House | 76 |
| 5 | Mentor ABI LLC (NeuroRestorative) | NeuroRestorative NH | 61 |
| 6 | Nashua Children's Home | Nashua | 81 |
| 7 | Orion House Incorporated | Orion | 82 |
| 8 | Spaulding Academy & Family Services | Spaulding | 81 |
| 9 | St. Anns Home, Inc. | St. Ann's | 95 |
| 10 | Webster House | Webster | 75 |

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Buxton, Administrator, DCYF

4 Tanja Godtfredsen, Business Administrator, Finance

New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

| | |
|---|---|
| PROJECT TITLE | Residential Treatment Services for Children's Behavioral Health |
| PROJECT ID NUMBER | RFP-2021-CBH-12-RESID |
| LEVEL OF CARE | Level 3 |

| | Proposer Name | Option/Program | TOTAL SCORE |
|---|---|---|---|
| 1 | Devereaux Foundation | Devereaux Level 3 Intensive | 74 |
| 2 | Easter Seals | PJ Boys - intensive | 85 |
| 3 | Easter Seals | Lancaster - intensive | 85 |
| 4 | Easter Seals | Zachary - intensive | 80 |
| 5 | Easter Seals | PJ Krol - intensive | 80 |
| 6 | Home for Little Wanderers | Weyble | 72 |
| 7 | Mentor ABI (Neuro/Restorative) | Mentor | 98 |
| 8 | Mount Prospect Academy, Inc. | Option A Adv Warren | 87 |
| 9 | Mount Prospect Academy, Inc. | Option A Hall Farm Pike | 84 |
| 10 | Mount Prospect Academy, Inc. | Option A PSB Rumney | 84 |
| 11 | Mount Prospect Academy, Inc. | Option A Summit Plym | 84 |
| 12 | Mount Prospect Academy, Inc. | Option C East Hampton | 85 |
| 13 | Mount Prospect Academy, Inc. | Option C East Plym | 84 |
| 14 | Mount Prospect Academy, Inc. | Option D Safe Care Campton | 99 |
| 15 | Pine Haven Boys Center | Pine | 78 |
| 16 | Spaulding Academy & Family Services | IRP | 95 |
| 17 | Spaulding Academy & Family Services | NBP | 95 |
| 18 | Spaulding Academy & Family Services | MP | 90 |
| 19 | St. Anns Home, Inc. | Option A | 87 |
| 20 | St. Anns Home, Inc. | Level 3, Option C | 87 |
| 21 | Stetson School, Inc. | Stetson | 83 |
| 22 | Vermont Permanency Initiative, Inc. | Vermont | 91 |
| 23 | Whitney Academy Inc. | Option A | 61 |

Reviewers Name and Title

1 Amy Lanham, Program Specialist IV, CBH
2 Pauley Powell, Program Specialist IV, CBH
3 Kathleen Talbot, Program Specialist IV, CBH
4 Jessica Kessinger, Administrator, DCYF
5 Kyra Leonard, Administrator, Finance
6 Rebecca Lyndon, Financial Reporting Adm.

New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

| | | | |
|---|---|---|---|
| PROJECT TITLE | Residential Treatment Services for Children's Behavioral Health | | |
| PROJECT ID NUMBER | RFP-2021-DBH-12-RESID | | |
| LEVEL OF CARE | Level 4 | | |
| | Proposer Name | Option/Program | TOTAL SCORE |
| 1 | Mentor ABI (NeuroRestorative) | Option B CBAT | 83 |
| 2 | Mount Prospect Academy, Inc. | Option A Blake Mitchell Pike | 89 |
| 3 | Mount Prospect Academy, Inc. | Option D ERT Campton | 89 |
| 4 | Mount Prospect Academy, Inc. | Option D ERT Hampton | 96 |
| 5 | St. Anns Home, Inc. | Option B CBAT | 81 |
| 6 | St. Anns Home, Inc. | Option C ICBAT | 87 |
| 7 | Vermont Permanency Initiative, Inc. | Vermont | 95 |
| 8 | Youth Opportunities Upheld Inc. | Option C ICBAT | 89 |
| 9 | Youth Opportunities Upheld Inc. | Option C ICBAT | 89 |
| 10 | Mentor ABI (NeuroRestorative) | Option C ICBAT | 88 |

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CBH
2 Adele Bauman, Administrator, CBH
3 Erica Ungarell, Director for CBH
4 Rebecca Fredette, Administrator, DOE
5 Tanja Godtfredsen, Business Administrator, Finance
6 Elizabeth Lafontaine, Administrator, Finance

**Subject:** Residential Treatment Services for Children's Behavioral Health

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Chase Home for Children in Portsmouth, N.H. | | 1.4 Contractor Address<br>698 Middle Road<br>Portsmouth, NH 03801-4829 | |
| 1.5 Contractor Phone Number<br>(603) 436-2216 | 1.6 Account Number<br>See Exhibit C | 1.7 Completion Date<br>June 30, 2024 | 1.8 Price Limitation<br>$4,758,056 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Katherine Wheeler<br>Date: 6/18/2021 | | 1.12 Name and Title of Contractor Signatory<br>Katherine Wheeler Executive Director | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja Fox<br>Date: 6/21/2021 | | 1.14 Name and Title of State Agency Signatory<br>Katja Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Taklumina Raklumatara On: 6/24/2021 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials DS KW
Date 6/18/2021

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 DS

Date 6/18/2021

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



Contractor Initials DS

Date 6/18/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



DS

Contractor Initials

Date 6/18/2021

**New Hampshire Department of Health and Human Services**
**Residential Treatment Services for Children's Behavioral Health**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

## Scope of Services

### 1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

**1.11. Staffing, Training and Development**

**1.11.1. Talent Strategy**

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

**1.11.2. Staffing Ratios**

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that ~~meets~~ or

exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

**1.11.3. Staff Training and Development**

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

**1.12. Collaborative Care**

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

**1.13. Admissions, Discharges and Transitions**

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

**1.14. Restraint and Seclusion Practices**

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

**1.15. Children's System of Care Values**

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

**1.16. Cultural and Linguistic Diversity**

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

**1.17. Multidisciplinary Approach**

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

**1.18. Treatment Settings**

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

1.18.1.5. Safe.
1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

**1.19. Targeted and Active Treatment**

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

**1.20. Trauma Informed Care**

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

**1.21. Evidence Based Practices**

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
1.21.1.2. Cognitive Behavior Therapy
1.21.1.3. Dialectic Behavior Therapy
1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

**1.22. Clinical and Medical Standards**

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

**1.23. Aftercare**

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

**1.24. Medication Procedures**

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

**1.25. Policies and Procedures**

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

**1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

## 2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

**2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds**

| Level of Care | Vendors Name of the Program | Location: City/Town and State | Maximum Number of Contracted Beds | Shared Beds |
|---|---|---|---|---|
| **Reserved** | | | | |

| | | | | |
|---|---|---|---|---|
| Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B) | Independent Living Program (ILP) | Portsmouth, NH | 4 | N/A |
| Level of Care 2, Intermediate Treatment | Residential Treatment Services | Portsmouth | 14 | N/A |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |

**2.4. Reserved**

**2.5. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

2.5.1. The Contractor shall provide residential treatment services Level of Care 1, Supportive Community Level of Treatment (1B), Independent Living, supervised living in a community based out of home treatment setting designed for individuals who manifest mild behavioral and emotional challenges and who are capable of engaging in community-based activities to:

2.5.2. The goal of this setting is to provide the maximum amount of community integration and Independent Living to an individual with minimal supports The Contractor shall provide services to the youths or young adults at this level of care for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but not limited to:

2.5.2.1. Minimal supports in the community
2.5.2.2. Case Management
2.5.2.3. Supervision
2.5.2.4. Vocational Training
2.5.2.5. Medication Monitoring, as clinically indicated
2.5.2.6. Crisis Intervention

**2.5.3. Staffing**

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential

Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.5.3.2.1. Awake Hours 1:6 resident to staff ratio.

2.5.3.2.2. Awake Overnight: 1:12 for youth 16 or older: for 18 and older, the Contractor may either have an asleep or awake overnight, which may be supplemented with technology from another unit on property.

2.5.3.2.3. Clinical: 1:10 when clinical services are delivered onsite.

2.5.3.2.4. Family Worker: 1:8, who will collaborate with Care Management Entity.

2.5.3.2.5. Medical Care: Nursing-available for consultation. If Qualified Residential Treatment Program (QRTP) Clinical and Nursing shall be available 24/7, based on client needs.

**2.5.4. Supported Visits**

2.5.4.1. Supported visitation are not required of this program level.

2.5.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.

2.5.4.3. The Contractor may provide family visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

**2.5.5. Educational Services**

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor shall connected the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.5.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or

supporting individuals pursing higher education or independent living with but not limited to:

2.5.5.3.1. Transitional Services.
2.5.5.3.2. Vocational Services.
2.5.5.3.3. Formal Education.
2.5.5.3.4. Training Programs.
2.5.5.3.5. Independent Living Skills.

**2.5.6. Transportation**

2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.5.6.1.1. Court Hearings.
2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.5.6.1.4. Recreation (clubs, sports, work).

2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.5.6.2.3. Purchasing public transportation passes.
2.5.6.2.4. Paying for cab fare.
2.5.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.5.6.3. The Contractor shall encourage the individual to utilize parent/caregiver and/or public transit when available in order to meet the transportation expectations in 2.4.6.1.

2.5.6.4. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.5.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.5.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.5.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.5.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.6. Level of Care 2, Intermediate Treatment**

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.6.1.1. Residential treatment and community based services based on the individual's unique needs.

2.6.1.2. Professionals, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

2.6.2.2. Supervision dependent on the need of the individual and program model.

2.6.2.3. Community Supports

2.6.2.4. Access to public school education or alternative approved educational setting
2.6.2.5. Specialized social services
2.6.2.6. Behavior management,
2.6.2.7. Recreation
2.6.2.8. Clinical Services
2.6.2.9. Family Services
2.6.2.10. Vocational Training
2.6.2.11. Medication Monitoring, as clinically indicated
2.6.2.12. Crisis Intervention

**2.6.3. Staffing**

2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.6.3.2.1. Direct Care Staff/Milieu

2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.

2.6.3.2.1.4. Family Worker: Case Manager 1:8

2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

**2.6.4. Supported Visits**

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.6.5. Educational Services**

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.6.5.4.1. Transitional Services.
2.6.5.4.2. Vocational Services.
2.6.5.4.3. Formal Education.
2.6.5.4.4. Training Programs.
2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.6.6. Transportation**

2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.6.6.1.1. Court Hearings.
2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.6.6.1.4. Recreation (clubs, sports, work).

2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.7. Reserved**

**2.8. Reserved**

**2.9. Reserved**

**2.10. Reserved**

**2.11. Reserved**

**2.12. Reserved**

**3. Specific Residential Treatment Program Requirements**

**3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.**

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

**3.2. Reserved**

**3.3. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

**3.3.1. Chase Home Independent Living Program (ILP)**

3.3.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:6 | 1:4 ILP Coordinator and Case Manager |
| Direct Care 2nd shift | Milieu 1:6 | No Variation |
| Direct Care Overnight | Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight | No Variation |
| Clinical Ratio | 1:10 | 1:4 |
| Family Worker | 1:8 | 1 FT Subcontracted Permanency Worker shared with other agency |

| | | |
|---|---|---|
| Family Therapist | Not Required | Not allocated |
| Transportation | Not Required | Not allocated |
| Case Manager | Not required | Not allocated |
| Board certified behavioral analyst (BCBA) | Not required | Not allocated |
| Nursing Staff | If QRTP Clinical and Nursing 24/7 available, based on client needs | Not allocated |
| Psychiatrist | Not required | Not allocated |
| Psychologist | Not required | Not allocated |
| Medical Doctor, APRN | Not required | Not allocated |
| ILP Coordinator | Not required | 1 FT |
| ILP Case Manager | Not required | 1 PT |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

### 3.4. Level of Care 2, Intermediate Treatment

#### 3.4.1. Chase Home Residential Treatment

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:4 | No Variation |
| Direct Care 2nd shift | Milieu 1:4 | 1:3 |
| Direct Care Overnight | Awake overnight: 1:8; minimum 2 staff available for programs | 1:7 |
| Clinical Ratio | 1:10 | No Variation 1 PT Subcontracted |
| Family Worker | 1:8 | No Variation |
| Family Therapist | Not required | Not allocated |
| Transportation | Not Required | Not allocated |
| Case Manager | See Family Worker | Not allocated |
| Board certified behavioral | Not required | Not allocated |

| | | |
|---|---|---|
| analyst (BCBA) | | |
| Nursing Staff | Medical Care: Clinical and Nursing 24/7available, based on client needs | Not allocated |
| Psychiatrist | Not required | Not allocated |
| Psychologist | Not required | Not allocated |
| Medical Doctor, APRN | Not required | Not allocated |
| Permanency Worker | Not required | 1 FT Subcontracted Permanency Worker shared with other agency |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

**3.5. Reserved**

**3.6. Reserved**

**3.7. Reserved**

**3.8. Reserved**

**3.9. Reserved**

**3.10. Reserved**

**4. Exhibits Incorporated**

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

## 5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

| **Table A** |
|---|
| **Key Output and Process Data** |
| The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. |
| Number of children currently placed in the program |
| Percent of contracted beds currently used |
| Turnover information (e.g., total number of staff, how many left, and reason why) |
| Number of days the program does not meet contractually required staffing ratios |
| Number of accepted referrals/new admissions (and location prior to admission) |
| Number of rejected referrals |
| Number of children discharged (and the reason for discharge) |
| Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation) |
| Key dates per child: referral, acceptance, admission, discharge |
| Number of family planning team treatment meetings (and caregiver, youth attendance) |
| Number of treatment meetings led by youth |
| Number of contacts with family/caregivers |
| Percent of children placed outside of their school district |

| |
|---|
| CANS score information per child (from CANS system report - e.g., score # at referral, at discharge) |
| Number of restraints |
| Number of seclusions |
| Discharge locations |
| Whether or not the CME was involved |

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

DS

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

## 6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

**Table B**

| Category | Key performance metrics: |
|---|---|
| **Referral** | • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps]<br>• Median time from referral to acceptance<br>• Median time from referral to admission |
| **Family & youth engagement** | • % of treatment meetings where youth participates<br>• % of treatment meetings where caregiver participates<br>• Median # of contacts with family/caregivers per month per child |
| **Quality of treatment** | • % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)*<br>• Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay |
| **Transition & discharge** | • Median length of stay: days from admission to discharge to less restrictive setting<br>• % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days<br>• % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (*based on internal data which DHHS will access through CME and DCYF system)*<br>• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge<br>• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (*based on internal DCYF data which DHHS will access)* |

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

6.2.1.3. Reduced use of emergency departments and other physical health services.

6.2.1.4. Reduced use of out of district placement for school.

6.2.1.5. Increased school attendance and attainment.

6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.

6.2.2.3. Attending monthly meetings focused on performance.

6.2.2.4. Adjusting key performance metrics.

6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.

6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.

6.2.2.7. Participating in inspections of any of the following:

6.2.2.7.1. The facility premises.
6.2.2.7.2. Programs and services provided.
6.2.2.7.3. Records maintained by the Contractor.

6.2.2.8. Participating in training and technical assistance activities as directed by the Department.

6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.

6.2.2.10. Adjusting program delivery.

6.2.2.11. Focusing on a range of performance topics that include but are not limited to:

6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),

6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can

quickly return to home and community settings.

6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.

6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:

6.2.4.1. Actions to be taken to correct each deficiency;

6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;

6.2.4.3. A time line for implementing the actions above;

6.2.4.4. A monitoring plan to ensure the actions above are effective; and

6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

## 7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services.

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

**8. Records**

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical 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.

8.1.2. All records must 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.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

## Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

3. For the purposes of this Agreement:

   3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.

4. For the purpose of this agreement, the start-up funds in the amount of $110,180.00 shall be provided to the Contractor, for the expenses incurred to launch/expand services based on the start-up budgets specified in Ex C-1 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.

   4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

   4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.

   4.3. The final invoice and supporting documention for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.

5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

   5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

   5.1.1.

| Program - Level 1 | |
|---|---|
| Residential for eligible youth per day | $377.12 |
| **Program - Level 2** | |
| Residential for eligible youth per day | $362.30 |

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5.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

5.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

5.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

5.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $4,647,876.00

5.5.2. SFY 22: $1,549,292.00

5.5.3. SFY 23: $1,549,292.00

5.5.4. SFY 24: $1,549,292.00

6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative

Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. 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.

| Start-up costs anticipated for residential treatment programs | |
|---|---|
| **Basic Information** | |
| Agency Name | *The Chase Home* |

| Start-up costs | | |
|---|---|---|
| Line Item | Amount requested | Notes (if needed) |
| **Personnel costs** | $ 51,680.00 | |
| Supervisors/managers | | |
| Frontline caseworkers | 21,680.00 | 2 F/T Residential Counselors for 1st and 2nd shifts |
| Coordination or administrative support | 15,000.00 | 1 F/T Family Worker |
| CQI, QA specialists and/or data analysts | 15,000.00 | 1 F/T/ Permanency Worker (50% coverage of salary) |
| Other personnel costs | | |
| **Program facilities** | $ - | |
| Lease | | |
| Maintence and utilities | | |
| Other facility costs | | |
| **Program materials and supplies** | $ - | |
| EBP or program model-specific materials | | |
| Recruitment, hiring, on-boarding materials | | |
| Other program materials/supplies | | |
| **Staff transportation** | $ - | |
| Mileage | | |
| Gas | | |
| Other staff transportation | | |
| **EBP or program model-specific expenses** | $ 6,000.00 | |
| Program license or other fees | | |
| Program training (initial) | 6,000.00 | TBRI |
| Other EBP or program model costs | | |
| **Systems costs related to program** | $ - | |
| Technology for data collection, reporting | | |
| Other systems | | |
| **Consulting and sub-contracting** | $ 9,000.00 | |
| Consulting | 2,000.00 | Consultation with Connected Elephant/TBRI compliance |
| Sub-contracting | 7,000.00 | Working for SMHC and sub-contracting with TCH |
| **Equipment** | $ 41,500.00 | |
| Vehicles | | |
| Furniture | 40,000.00 | |
| Technology Equipment | 1,500.00 | Staff computers |
| Other Equipment | | |
| **Telecommunication** | $ 2,000.00 | |
| Phones/Walkie Talkies | 1,000.00 | |
| Internet Service | 1,000.00 | Expansion of internet service in building |
| Other Telecommunication | | |
| **Client Provisions** | $ - | |
| Food | | |
| Clothing/Hygiene | | |
| Other Client Provisions | | |
| **All other start-up costs** | $ - | |
| | | |
| **Total start-up costs** | $ 110,180.00 | |

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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



Vendor Initials DS

Date 6/18/2021

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.

Vendor Name:

6/18/2021
Date

DocuSigned by:
Katherine Wheeler
B97E8C7730B0451...
Name: Katherine Wheeler
Title: Executive Director

## CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

6/18/2021
Date

DocuSigned by:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

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KW
Vendor Initials

6/18/2021
Date

## 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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Contractor Initials _____

6/18/2021

Date _____

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:

6/18/2021
Date

DocuSigned by:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

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KW
Contractor Initials
6/18/2021
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U:S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

DocuSigned by:
Katherine Wheeler
897EBC773B90431...

6/18/2021
Date

Name: Katherine Wheeler
Title: Executive Director

**New Hampshire Department of Health and Human Services**
**Exhibit H**

## 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:

DocuSigned by:
Katherine Wheeler
B8FEDC7730904F1...

6/18/2021
Date

Name: Katherine Wheeler
Title: Executive Director

## 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

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

| Department of Health and Human Services | The Chase Home |
|---|---|
| The State | Name of the Contractor |
| Signed by: Katja Fox | DocuSigned by: Katherine Wheeler |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja Fox | Katherine Wheeler |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | Executive Director |
| Title of Authorized Representative | Title of Authorized Representative |
| 6/21/2021 | 6/18/2021 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## 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:

DocuSigned by:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

6/18/2021
Date

## 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: 040243347

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

**New Hampshire Department of Health and Human Services**

Exhibit K

**DHHS Information Security Requirements**

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

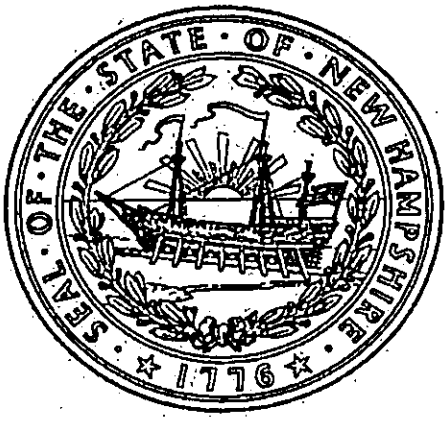
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHASE HOME FOR CHILDREN IN PORTSMOUTH, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 07, 1881. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **67618**

Certificate Number: **0005410428**




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 July A.D. 2021.

William M. Gardner

Secretary of State

## CERTIFICATE OF AUTHORITY

I, WILLIAM TUCKER, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Chase Home.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 28th, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

**VOTED:** That Katherine (Merne) Wheeler, Executive Dir. (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Chase Home to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/29/2021

Signature of Elected Officer
Name: WILLIAM TUCKER
Title: TREASURER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2021

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

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

| | |
|---|---|
| **PRODUCER**<br>Kane Insurance<br>242 State Street<br>Portsmouth NH 03801 | **CONTACT NAME:** Emma Pankey<br>**PHONE (A/C, No, Ext):** (603) 433-5600 **FAX (A/C, No):** (603) 740-5000<br>**E-MAIL ADDRESS:** emma@kaneins.com |
| **INSURED**<br>Chase Home for Children<br>698 Middle Rd<br>Portsmouth NH 03801 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A: Philadelphia Ins Co<br>INSURER B: Wesco Insurance — 25011<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** CL2162833934 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | PHPK2211915 | 12/03/2020 | 12/03/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 1,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | PHPK2211908 | 12/03/2020 | 12/03/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Medical Expense | $ 1,000,000<br>$<br>$<br>$<br>$ 5,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | PHUB748207 | 12/03/2020 | 12/03/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WWC3533346 | 05/15/2021 | 05/15/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |

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

**CERTIFICATE HOLDER**

DHHS, State of NH
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

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The ACORD name and logo are registered marks of ACORD

**Mission Statement**

Our mission is "dedicated to providing supportive and restorative residential and family services to at-risk youth in a safe and nurturing environment."

CHASE HOME FOR CHILDREN

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2019 and 2018

TABLE OF CONTENTS


| | Page No. |
|---|---|
| INDEPENDENT AUDITOR'S REPORT | 1 |
| FINANCIAL STATEMENTS | |
| Statements of Financial Position | 3 |
| Statements of Activities | 5 |
| Statements of Functional Expenses | 7 |
| Statements of Cash Flows | 9 |
| Notes to Financial Statements | 10 |
| SUPPLEMENTARY INFORMATION | |
| Schedules of Insurance Expense | 18 |
| Schedules of Professional Fees | 18 |

Hodgdon, Wilson & Griffin
Certified Public Accountants, P.A.

# INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
Chase Home for Children
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Chase Home for Children (a nonprofit organization) which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

## Management's Responsibility for the Financial Statements

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

## Auditor's Responsibility

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

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

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

(continued)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Chase Home for Children as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules on page 18 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Hodgdon, Wilson & Griffin

Hodgdon, Wilson & Griffin, CPAs
Portsmouth, New Hampshire

May 28, 2020

CHASE HOME FOR CHILDREN
STATEMENT OF FINANCIAL POSITION
June 30, 2019

| | Without Donor Restrictions | With Donor Restrictions | Total |
|---|---|---|---|
| | ASSETS | | |
| ASSETS | | | |
| Cash | $ 60,225 | $ 35,208 | $ 95,433 |
| Accounts receivable | 44,153 | - | 44,153 |
| Other receivables | - | 1,250 | 1,250 |
| Unconditional promise to give | - | 13,000 | 13,000 |
| Prepaid insurance | 14,126 | - | 14,126 |
| Investments | 7,258,694 | 805,592 | 8,064,286 |
| Subtotal | 7,377,198 | 855,050 | 8,232,248 |
| PROPERTY AND EQUIPMENT | | | |
| Land | 100,000 | - | 100,000 |
| Buildings and improvements | 1,426,542 | - | 1,426,542 |
| Furniture and fixtures | 180,887 | - | 180,887 |
| Vehicles | 119,184 | - | 119,184 |
| Total property, plant and equipment | 1,826,613 | - | 1,826,613 |
| Less accumulated depreciation | 785,972 | | 785,972 |
| Net property, plant and equipment | 1,040,641 | - | 1,040,641 |
| TOTAL ASSETS | $ 8,417,839 | $ 855,050 | $ 9,272,889 |
| | LIABILITIES AND NET ASSETS | | |
| LIABILITIES | | | |
| Accounts payable | $ 49,955 | $ - | $ 49,955 |
| Accrued payroll | 38,713 | - | 38,713 |
| Accrued payroll taxes and withholdings | 3,066 | - | 3,066 |
| Accrued vacation salaries | 55,869 | - | 55,869 |
| Total liabilities | 147,603 | - | 147,603 |
| NET ASSETS | 8,270,236 | 855,050 | 9,125,286 |
| TOTAL LIABILITIES AND NET ASSETS | $ 8,417,839 | $ 855,050 | $ 9,272,889 |

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



Hodgdon, Wilson & Griffin

CHASE HOME FOR CHILDREN
STATEMENT OF FINANCIAL POSITION
June 30, 2018

| | Without Donor Restrictions | With Donor Restrictions | Total |
|---|---|---|---|
| | ASSETS | | |
| ASSETS | | | |
| Cash | $ 52,592 | $ 21,443 | $ 74,035 |
| Accounts receivable | 26,317 | - | 26,317 |
| Other receivables | - | 1,250 | 1,250 |
| Prepaid insurance | 32,744 | - | 32,744 |
| Investments | 7,227,489 | 787,153 | 8,014,642 |
| Subtotal | 7,339,142 | 809,846 | 8,148,988 |
| PROPERTY AND EQUIPMENT | | | |
| Land | 100,000 | - | 100,000 |
| Buildings and improvements | 1,418,305 | - | 1,418,305 |
| Furniture and fixtures | 183,481 | - | 183,481 |
| Vehicles | 119,184 | - | 119,184 |
| Total property, plant and equipment | 1,820,970 | - | 1,820,970 |
| Less accumulated depreciation | 742,519 | | 742,519 |
| Net property, plant and equipment | 1,078,451 | - | 1,078,451 |
| TOTAL ASSETS | $ 8,417,593 | $ 809,846 | $ 9,227,439 |
| | LIABILITIES AND NET ASSETS | | |
| LIABILITIES | | | |
| Accounts payable | $ 90,955 | $ - | $ 90,955 |
| Accrued payroll | 31,795 | - | 31,795 |
| Accrued payroll taxes and withholdings | 2,519 | - | 2,519 |
| Accrued vacation salaries | 40,370 | - | 40,370 |
| Total liabilities | 165,639 | - | 165,639 |
| NET ASSETS | 8,251,954 | 809,846 | 9,061,800 |
| TOTAL LIABILITIES AND NET ASSETS | $ 8,417,593 | $ 809,846 | $ 9,227,439 |

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



Hodgdon, Wilson & Griffin

CHASE HOME FOR CHILDREN
STATEMENT OF ACTIVITIES
Year Ended June 30, 2019

| | Without Donor Restrictions | With Donor Restrictions | Total |
|---|---|---|---|
| REVENUE AND OTHER SUPPORT | | | |
| Board and care | $ 1,011,177 | $ - | $ 1,011,177 |
| Investment return | 400,391 | 18,463 | 418,854 |
| Donations/grants | 133,655 | 30,911 | 164,566 |
| Title One reimbursement | 85,625 | - | 85,625 |
| Fundraising | 59,129 | - | 59,129 |
| Net assets released from restrictions | 4,170 | (4,170) | - |
| Total revenue and other support | 1,694,147 | 45,204 | 1,739,351 |
| EXPENSES | | | |
| Program expenses, residential | 1,280,402 | - | 1,280,402 |
| Supporting services, general management | 395,463 | - | 395,463 |
| Total expenses | 1,675,865 | - | 1,675,865 |
| CHANGE IN NET ASSETS | 18,282 | 45,204 | 63,486 |
| NET ASSETS as of beginning of year | 8,251,954 | 809,846 | 9,061,800 |
| NET ASSETS as of end of year | $ 8,270,236 | $ 855,050 | $ 9,125,286 |

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



Hodgdon, Wilson & Griffin

CHASE HOME FOR CHILDREN
STATEMENT OF ACTIVITIES
Year Ended June 30, 2018

| | Without Donor Restrictions | With Donor Restrictions | Total |
|---|---|---|---|
| REVENUE AND OTHER SUPPORT | | | |
| Board and care | $ 916,790 | $ - | $ 916,790 |
| Investment return | 641,665 | (8,303) | 633,362 |
| Donations/grants | 129,391 | 9,477 | 138,868 |
| Title One reimbursement | 84,579 | - | 84,579 |
| Fundraising | 33,090 | - | 33,090 |
| Net assets released from restrictions | 8,070 | (8,070) | - |
| Total revenue and other support | 1,813,585 | (6,896) | 1,806,689 |
| EXPENSES | | | |
| Program expenses, residential | 1,190,430 | - | 1,190,430 |
| Supporting services, general management | 402,783 | - | 402,783 |
| Total expenses | 1,593,213 | - | 1,593,213 |
| CHANGE IN NET ASSETS | 220,372 | (6,896) | 213,476 |
| NET ASSETS as of beginning of year | 8,827,065 | 21,259 | 8,848,324 |
| Transfer to net assets with donor restrictions | (795,483) | 795,483 | - |
| NET ASSETS as of end of year | $ 8,251,954 | $ 809,846 | $ 9,061,800 |

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



Hodgdon, Wilson & Griffin

CHASE HOME FOR CHILDREN
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2019

| | Residential Program | General Management | Total |
|---|---|---|---|
| Salaries | $ 780,828 | $ 148,173 | $ 929,001 |
| Payroll taxes | 63,592 | 12,067 | 75,659 |
| Employee benefits | 142,606 | 27,061 | 169,667 |
| Total salaries and related expense | 987,026 | 187,301 | 1,174,327 |
| Repairs and maintenance | 27,581 | 1,452 | 29,033 |
| Office supplies and expense | 1,575 | 14,173 | 15,748 |
| Fuel | 16,383 | 862 | 17,245 |
| Electricity | 16,345 | 860 | 17,205 |
| Water/Sewer | 9,299 | 489 | 9,788 |
| Insurance | 25,309 | 37,452 | 62,761 |
| Advertising | - | 1,371 | 1,371 |
| Fundraising | - | 52,352 | 52,352 |
| Bank/Finance Fees/Penalties | - | 1,427 | 1,427 |
| Household supplies and expense | 27,246 | - | 27,246 |
| Telephone/Internet/Cable | 10,752 | 1,898 | 12,650 |
| Publications | - | 1,201 | 1,201 |
| Vehicle | 30,127 | - | 30,127 |
| Professional fees | - | 88,418 | 88,418 |
| Food | 26,760 | - | 26,760 |
| Clothing | 3,560 | - | 3,560 |
| Medical and dental | 4,742 | - | 4,742 |
| Education - staff | 5,130 | - | 5,130 |
| Residential education | 3,428 | - | 3,428 |
| Recreation/ summer activites | 23,460 | - | 23,460 |
| Allowances | 1,540 | - | 1,540 |
| Technology | 744 | - | 744 |
| Other program expenses | 14,588 | - | 14,588 |
| Miscellaneous | 2,750 | 4,811 | 7,561 |
| Total expenses before depreciation | 1,238,345 | 394,067 | 1,632,412 |
| Depreciation | 42,057 | 1,396 | 43,453 |
| TOTAL EXPENSES | $ 1,280,402 | $ 395,463 | $ 1,675,865 |

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

CHASE HOME FOR CHILDREN
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018

| | Residential Program | General Management | Total |
|---|---|---|---|
| Salaries | $ 712,524 | $ 148,989 | $ 861,513 |
| Payroll taxes | 61,799 | 12,717 | 74,516 |
| Employee benefits | 135,852 | 29,144 | 164,996 |
| Total salaries and related expense | 910,175 | 190,850 | 1,101,025 |
| Repairs and maintenance | 26,879 | 1,415 | 28,294 |
| Office supplies and expense | 1,013 | 9,113 | 10,126 |
| Fuel | 14,824 | 780 | 15,604 |
| Electricity | 14,175 | 746 | 14,921 |
| Water/Sewer | 7,047 | 371 | 7,418 |
| Insurance | 31,504 | 46,110 | 77,614 |
| Advertising | - | 1,504 | 1,504 |
| Fundraising | - | 29,193 | 29,193 |
| Bank/Finance Fees/Penalties | - | 23,013 | 23,013 |
| Household supplies and expense | 16,142 | - | 16,142 |
| Telephone/Internet/Cable | 8,440 | 1,489 | 9,929 |
| Publications | 204 | 1,830 | 2,034 |
| Vehicle | 21,569 | - | 21,569 |
| Professional fees | - | 92,803 | 92,803 |
| Food | 35,240 | 423 | 35,663 |
| Clothing | 6,232 | - | 6,232 |
| Medical and dental | 2,459 | - | 2,459 |
| Education - staff | 10,005 | - | 10,005 |
| Residential education | 2,539 | - | 2,539 |
| Recreation/ summer activites | 26,811 | - | 26,811 |
| Allowances | 2,212 | - | 2,212 |
| Technology | 1,959 | - | 1,959 |
| Other program expenses | 10,976 | - | 10,976 |
| Miscellaneous | 1,780 | 1,301 | 3,081 |
| Total expenses before depreciation | 1,152,185 | 400,941 | 1,553,126 |
| Depreciation | 38,245 | 1,842 | 40,087 |
| TOTAL EXPENSES | $ 1,190,430 | $ 402,783 | $ 1,593,213 |

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

CHASE HOME FOR CHILDREN
STATEMENTS OF CASH FLOWS
Years Ended June 30,

| | 2019 | 2018 |
|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Cash received for board and care | $ 1,078,966 | $ 989,860 |
| Cash received for interest and dividends | 260,587 | 237,523 |
| Cash received for donations and grants | 150,135 | 129,759 |
| Cash received for fundraising | 59,129 | 33,090 |
| Cash paid for operating expenses | (1,630,399) | (1,556,242) |
| Net cash provided (used) by operating activities | (81,582) | (166,010) |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Cash received from sale of investments | 1,044,543 | 1,006,459 |
| Cash paid for investments | (935,920) | (796,094) |
| Cash paid for property and equipment | (5,643) | (24,527) |
| Net cash provided (used) by investing activities | 102,980 | 185,838 |
| CASH FLOWS FROM FINANCING ACTIVITIES | - | - |
| Net increase (decrease) in cash | 21,398 | 19,828 |
| Cash at beginning of year | 74,035 | 54,207 |
| CASH AT END OF YEAR | $ 95,433 | $ 74,035 |
| RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | | |
| Change in net assets | $ 63,486 | $ 213,476 |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities: | | |
| Noncash donations | - | (26,000) |
| Depreciation | 43,453 | 40,087 |
| (Gain)loss on investments, at fair value | (158,267) | (395,839) |
| (Increase) decrease in: | | |
| Accounts receivable | (17,836) | (10,247) |
| Other receivables | - | 17,500 |
| Unconditional promise to give | (13,000) | - |
| Prepaid insurance | 18,618 | (1,197) |
| Increase (decrease) in: | | |
| Accounts payable | (41,000) | 26,337 |
| Accrued payroll | 6,918 | 2,295 |
| Accrued payroll taxes and withholdings | 547 | (39,317) |
| Accrued vacation salaries | 15,499 | 6,895 |
| Total adjustments | (145,068) | (379,486) |
| NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | $ (81,582) | $ (166,010) |

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

## NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization
Chase Home for Children (the Organization) is a non-profit organization operating a residential children's home in Portsmouth, New Hampshire.

Basis of Accounting
Revenue and expenses are reported on the accrual basis, which means that revenue is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Financial Statement Presentation
Under generally accepted accounting principles, Chase Home for Children is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Cash and Cash Equivalents
For purposes of these financial statements all highly liquid investments with an initial maturity of three months or less are considered to be cash equivalents. For purposes of the statements of cash flows, the Organization considers only unrestricted accounts that are readily convertible into cash in the beginning and ending cash calculations. Cash equivalents held by banks acting as investment agents are not considered cash equivalents for cash flow purposes.

Board and Care Revenue
The Organization receives third party reimbursements from the Division of Children, Youth and Families (DCYF) and Medicaid based upon a daily rate per resident. The daily rate is set by the DCYF, a division of the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2019 and 2018, programs administered by the DCYF accounted for 98% and 99%, respectively, of Board and Care revenue.

Donations
Donations that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the donations are recognized. All other donor-restricted donations are reported as increases in net assets with donor restrictions depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and supporting services benefited using allocations determined on a reasonable basis which is consistently applied.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Salaries and wages, payroll tax expenses, retirement expense, and health, dental, and disability insurances are based on estimates of time spent in the program or supporting function. Square footage is used to determine the allocations for repairs and maintenance, depreciation on the buildings and improvements, and utilities. Allocations for other expenses are based on the best estimate of the program or supporting function benefited.

Advertising
Advertising is primarily advertising for job positions and is expensed as incurred.

Depreciation
Chase Home for Children has adopted the method of depreciation used by the New Hampshire Division of Children and Youth Services, which is the straight line method over hospital lives. Assets are recorded at cost. No depreciation is taken in the year of acquisition and a full year is taken in the last year of the asset's life. Salvage value of 10% is assigned to each asset. Depreciation expense under this method is not materially different from depreciation expense under generally accepted accounting principles.

Property and Equipment
Assets are recorded at cost if purchased or at fair value if contributed. Purchased property and equipment is capitalized at cost. Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as contributions with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, The Chase Home for Children reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Chase Home for Children reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Assets are being depreciated over the following lives:

| | |
|---|---|
| Buildings and improvements | 5 to 40 years |
| Furniture and fixtures | 5 to 20 years |
| Vehicles | 4 to 5 years |

Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. Depreciation expense was $43,453 and $40,087 for the years ended June 30, 2019 and 2018, respectively.

Noncash Transactions
During the year ended June 30, 2018 a van was acquired for cash of $9,522 and a noncash donation of $26,000.

Use of Estimates

The preparation of financial statements in conformity with 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.

Reclassification of Financial Statements

Certain items previously reported on the financial statements for the year ended June 30, 2018 have been reclassified to facilitate comparability with the June 30, 2019 financial statement presentation. The reclassified items include the change from three categories of net assets to two categories of net assets as well as certain disclosures required by generally accepted accounting principles. There was no change to the change in net assets.

Subsequent Events

Management has evaluated events through May 28, 2020, the date the financial statements were available to be issued.

During the year ended June 30, 2018 the Board of Trustees and the Board of Directors approved a plan to separate Chase Home for Children into two not-for-profit organizations. Chase Home for Children will hold the real estate and the investments. The primary mission will be to support programs for children in need of services. The second organization, Chase Home, will operate a children's home in Portsmouth, New Hampshire. The separation was effective as of July 1, 2019.

Management is currently evaluating the recent introduction of the COVID-19 virus and its impact on the non-profit industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the fair value of The Chase Home for Children's financial position and results of operations, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

NOTE B - ACCOUNTS RECEIVABLE

Accounts receivable consists of monies owed to the Chase Home for Children for board and care. The amount is considered by management to be fully collectible. The Organization uses the direct write-off method of accounting for bad debt, therefore, no provision has been made for uncollectible accounts. Bad debt expense under this method is not materially different from bad debts expense under generally accepted accounting principles. Bad debt expense was $0 for the years ended June 30, 2019 and 2018. Accounts receivable were as follows as of June 30,

| | 2019 | 2018 |
|---|---|---|
| Division for Children, Youth and Families | $ 20,894 | $ 12,036 |
| Medicaid | 18,478 | 11,086 |
| Title I | 2,832 | 3,195 |
| Other | 1,949 | - |
| TOTALS | $ 44,153 | $ 26,317 |

NOTE C - OTHER RECEIVABLES

Other receivables was as follows as of June 30,

| | 2019 | 2018 |
|---|---|---|
| Community Development Block Grant | $ 1,250 | $ 1,250 |
| TOTALS | $ 1,250 | $ 1,250 |

NOTE D - UNCONDITIONAL PROMISE TO GIVE

Contributions are recognized when the donor makes a promise to give to The Chase Home for Children that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in without donor restrictions net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in with donor restrictions net assets. When a restriction expires, with donor restrictions net assets are reclassified to without donor restrictions net assets. An allowance for uncollectible unconditional promises to give is established based on historical experience and management's evaluation of outstanding unconditional promises to give at the end of each year. As of June 30, 2019 and 2018 the balance of Unconditional Promises to Give was $13,000 and $0, respectively.

NOTE E - INVESTMENTS

As of June 30, 2019 and 2018 the investments were held by the Trust and Investment Department of the Piscataqua Savings Bank, which acts as custodian of the funds. Investments are carried at fair values based on quoted market prices.

The cost basis and fair value of the investments was as follows as of June 30, 2019:

| | Cost | Fair Value |
|---|---|---|
| Cash equivalents | $ 149,912 | $ 149,912 |
| Municipal Bonds | 2,204,398 | 2,128,225 |
| Convertible Corporate Bonds | 201,697 | 202,868 |
| Equities | 4,038,967 | 5,583,281 |
| TOTALS | $ 6,594,974 | $ 8,064,286 |

For the year ended June 30, 2018 one equity investment represented 10.1% of the total fair market value of the investments.

As of June 30, 2019, the U.S. Treasury bonds and notes, U.S. government obligations, municipal bond and corporate bonds were due to mature as follows:

| | Cost | Fair Value |
|---|---|---|
| Due in one year or less | $ 411,867 | $ 410,484 |
| Due after one year through five years | 685,718 | 686,390 |
| Due after five years | 1,308,510 | 1,234,219 |
| TOTALS | $ 2,406,095 | $ 2,331,093 |

Investment return was as follows for the years ended June 30,

| | 2019 | 2018 |
|---|---|---|
| Interest | $ 102,077 | $ 107,706 |
| Dividends | 158,510 | 129,817 |
| Realized gain (loss) on investments | 132,147 | 120,832 |
| Unrealized gain (loss) on investments, at fair value | 26,120 | 275,007 |
| TOTALS | $ 418,854 | $ 633,362 |

Dividend income includes capital gain distributions of $31,560 and $14,011 for the years ended June 30, 2019 and 2018, respectively.

Professional fees include custodian fees - trust of $31,568 and $32,148 for the years ended June 30, 2019 and 2018, respectively.

NOTE F - LAND AND BUILDINGS

Land on Middle Road, Portsmouth, New Hampshire is carried at an arbitrary basis of $100,000. The land and buildings were last assessed in 1983 by United Appraisal Company. Fair market value at that time was $1,331,700.

NOTE G - ACCRUED VACATION SALARIES

The Organization has accrued a liability for future compensated leave time that is vested with the employees.

NOTE H - NET ASSETS WITH DONOR RESTRICTIONS

During the year ended June 30, 2018 Chase Home for Children learned of thirteen donations which were made between 1898 and 1973 which should have been classified as with donor restrictions. The total amount donated was $28,370. As of December 31, 2017 the estimated value on the with donor restrictions fund was determined to be $795,483.

Interest and dividend income received from with donor restriction investments are reported as increases in net assets without donor restrictions. Realized and unrealized gains and losses from with donor restriction net assets are treated as increases or decreases to net assets with donor restrictions.

Net assets with donor restrictions were comprised of the following as of June 30,

| | 2019 | 2018 |
|---|---|---|
| Permanently restricted | $ 805,592 | $ 787,153 |
| Diversion Program | 13,000 | - |
| Technology Upgrade | 10,000 | - |
| Youth Suicide | 7,500 | - |
| Scholarships | 5,200 | 7,527 |
| Independent Living | 6,401 | 6,401 |
| Summer Service projects | 2,619 | 2,614 |
| Christmas fund | 2,692 | 2,687 |
| CDBG Grant | 1,250 | 1,250 |
| Agnes Lindsay | - | 1,420 |
| Ted Andrew's Nature Trail | 796 | 794 |
| TOTALS | $ 855,050 | $ 809,846 |

NOTE I - TAX SHELTERED ANNUITY

Employees are eligible to participate in a 403(b) pension plan. The Organization contributed $0 to the plan for the years ended June 30, 2019 and 2018.

NOTE J - TAX STATUS

Chase Home for Children is a non-profit organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code.

In November 1972, The Internal Revenue Service determined that the organization was a private foundation as defined in Section 509(a) of the Internal Revenue Code. In a letter dated September 7, 1988 the Chase Home for Children was determined to be an exempt operating foundation, under Section 4940(d)(2) of the Internal Revenue Code, as of January 1, 1983, and as such, is not subject to the Federal tax on investment income.

NOTE K - FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amount of financial instruments, including cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses approximate their fair market value due to the short term maturities of these instruments. Investments are carried at fair values based on quoted market prices.

NOTE L - LEASING ARRANGEMENTS

Chase Home for Children leases office equipment, primarily on a month to month basis. The total lease expense was $7,024 and $5,322 for the years ended June 30, 2019 and 2018, respectively.

NOTE M - CREDIT RISK CONCENTRATION

Chase Home for Children receives its revenue primarily from government agencies, and, therefore, the majority of its receivables and revenue are derived from that source.

NOTE N - RELATED PARTY TRANSACTION

During the years ended June 30, 2019 and 2018 a company owned by a member of the Board of Directors performed marketing and public relations services for the Chase Home for Children. The amount expensed was $41,004 and $25,312 for the years ended June 30, 2019 and 2018, respectively. As of June 30, 2019 and 2018 an amount of $12,668 and $4,500, respectively, was included in accounts payable.

NOTE O - LIABILITY AND AVAILABILITY OF FINANCIAL ASSETS

Chase Home for Children's financial assets, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the balance sheet date, consisted of the following as of June 30,

| | 2019 | 2018 |
|---|---|---|
| Cash | $ 95,433 | $ 74,035 |
| Investments | 8,064,286 | 8,014,642 |
| | 8,159,719 | 8,088,677 |
| Less those unavailable for general expenditures within one year, due to: | | |
| Contractual or donor imposed restrictions | 855,050 | 809,846 |
| Board designations | - | - |
| Financial assets available to meet cash needs for general expenditures within one year | $7,304,669 | $7,278,831 |

The Chase Home for Children is substantially supported by board and care fees and by unrestricted investment income. As part of The Chase Home for Children's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

SUPPLEMENTARY INFORMATION

CHASE HOME FOR CHILDREN
SCHEDULES OF INSURANCE EXPENSE
For the Years Ended June 30,

| | 2019 | 2018 |
|---|---|---|
| Comprehensive | $ 11,319 | $ 14,308 |
| Liability | 26,869 | 28,302 |
| Worker's compensation | 24,573 | 35,004 |
| TOTALS | $ 62,761 | $ 77,614 |

SCHDEULES OF PROFESSIONAL FEES
For the Years Ended June 30,

| | 2019 | 2018 |
|---|---|---|
| Custodian Fees - trust | $ 31,568 | $ 32,148 |
| Legal | 2,847 | 23,300 |
| Accounting | 14,500 | 7,500 |
| Bookeeping | 24,210 | 23,615 |
| Payroll fees | 14,621 | 5,829 |
| Other | 672 | 411 |
| TOTALS | $ 88,418 | $ 92,803 |

The Chase Home Board of Directors
2021-2022

Robert Levey, President

Shane McDonough, Vice President

William Tucker, Treasurer

T.D. Thompson

Scot Hopps

Ben Lindberg

Justin Rivlin

Tharon Cotrell

Pamela Peterson

# Katherine "Meme" Wheeler

[redacted]

## LEADERSHIP SUMMARY

- Strategic, resourceful non-profit leader with 20 years of expertise in engaging with the Health & Human Services and Child Welfare systems to work effectively in improving the life outcomes of children and their families.
- Social innovator with superior operations skills and knowledgeable on how to secure federal, grant-based and private funding for critical social service work.
- Successful at building sustainable relationships with state and federal government officials, legislators, lobbyists, thought-leaders, private agencies and communities.
- Analytical leader with the ability to synthesize, assess and research to identify best practices and policies.
- Powerful communicator with outstanding writing, speaking and public presentation skills.
- Data-based decision maker who relies on both quantitative and qualitative analysis to arrive at sound decisions and prioritizes and communicates goals to staff and team members effectively.
- Results-oriented supervisor with the ability to train, mentor, evaluate others for optimum performance and provide technical assistance as needed. Collaborative team member skilled at consensus-building and working across reporting, departmental and organizational lines to achieve superior, cost-effective results for clients; facilitates discussion in the workplace through meetings, ongoing written communication and by consulting staff regularly to generate creativity, ideas and buy-in for key projects; builds working partnerships with community stakeholders, government and private participants.
- Skilled mediator with a knack for problem-solving in pragmatic, cost-effective ways.
- Natural relationship builder with a solution-focused approach and the belief there are no dead-ends, only other roads to pursue.
- Successful child advocate with a passion for and commitment to substantially improving the lives of children and families, using strategies to achieve permanent outcomes through reunification, adoption, guardianship and foster care.

## PROFESSIONAL EXPERIENCE

**Casey Family Services**
**Agency of the Annie E. Casey Foundation** 1997 to Present

**Division Director, Lowell, MA**

*Administrative and financial accountability for all CFS operations within the Lowell division assuring compliance (state, federal and accrediting authorities), and program/services quality.
*Director of 25 staff, accountable for the implementation of CFS philosophy, mission and objectives.
* Submits the annual division operating budget of $3.2 million in accordance with established guidelines to CFS Executive Committee. Approves budgeted expenses assuring fiscal responsibility and identifies all variances.
* Active driver of continuous improvement to build a high performance culture.
*Advocate for and implementer of high quality, evidence-based child and family services. Serves on external committees, boards, and as a leader of internal committees and work groups.

**Deputy Division Director, Concord, NH**

*Managed all division operations to generate high service quality in full compliance with relevant state and federal regulations.
*Direct supervisor, mentor and coach of six Team Leaders.
*Representative of organization at professional meetings, conferences and in public venues.
*Influenced child welfare practice and increased public awareness of Casey Family Services by cultivating trusting, collaborative relationships with public agencies.
*Drafted reports synthesizing key aspects of work, suggested strategies and analyzing outcomes. Responsible for work strategies, communications and staff performance.

Team Leader
*Staff supervisor of foster care and family resource center professionals.
*Part of Management Team responsible for overall operations and efficiency of the New Hampshire Division.
*Conducted training, evaluations and strategic planning for the team.
*Highly involved in the roll out of the Case Information System, a child welfare case management system.
* Partnered with Division Director to develop the services at the Family Resource Center in the Franklin School District. Co-drafter who helped to procure 5-year grant funding from the 21st Century Learning Center Grant to implement before and after school programs within Franklin School System.
* Partnered with Division Director to create and implement the Accelerated Reunification Program for children and families referred by DCYF. This program successfully reunified families within a 90 day period.

Social Worker
*Conducted foster family training and provided intensive support, social work and clinical case management support for children and families.
*Worked closely with federal, state and local agencies to achieve favorable outcomes.

Division for Children, Youth and Families — Rochester, New Hampshire
Assistant Supervisor — 1990-1997
*Supervised four social workers and an intern while carrying two caseloads.
*Interviewed and hired new employees as part of a team.
* Directly supervised family service/assessment social workers and evaluated staff.
*Provided strategic guidance for critical case management decisions.
*Analyzed and synthesized factual data to identify best practices and to supplement agency fact-finding process. Facilitated meetings, conducted staff-training and coaching.
*Provided technical assistance as needed and engaged in the beta testing of BRIDGES, a SACWIS purchased by DCYF to improve the outcomes for all clients.

Permanency Worker
*Specialized in developing and implementing permanent plans (adoption, guardianship, foster care) for children not returning to family living situations.
*Collaborated extensively with the New Hampshire District and Probate Court systems.
*Worked with court representatives to define and deliver permanency results for each child on caseload.

Family Service Worker
*Worked with abused and/or neglected children and their families.
* Developed and implemented case plans to reunify or prevent placement for each family.

Selected Related Experience

Clinical Social Worker-Portsmouth Pavilion/Portsmouth Regional Hospital

Charge Counselor-Dover Children's Home

## EDUCATION, CERTIFICATION AND PROFESSIONAL MEMBERSHIP

Master of Social Work
Advanced Standing Program – Clinical Concentration
University of New England Biddeford, Maine

Bachelor of Social Work
Hood College Frederick, Maryland

University of Pittsburgh
Semester at Sea Program
Traveled to: Japan, China, USSR, Malaysia, Spain, Egypt, Philippines, Taiwan, India, Turkey, and Yugoslavia as part of educational program.

LICSW, New Hampshire #1279
National Association of Social Workers-Active Member

**Current Experience:**

**Chase Home for Children, Portsmouth, NH** **June, 2013 to Present**

**Executive Director**

*Administrative and financial accountability for all Chase Home operations
* Director of 32 staff
*Active Fundraiser for the sustainability of Chase Home
*Assuring compliance with state licensing and certification requirements
* Accountable to Chase Home Board of Trustees and Board of Directors
*Active driver of continuous improvement to build high quality services to youth and their families
*Provides clinical oversight to all programming: residential, in-home family therapy, and clinicians

Kristy Whipple
[redacted]

Objective: To obtain a Relief Staff position at The Chase Home for Children

Education: B.S., Recreation Management and Policy, Therapeutic Recreation Option
Minor: Psychology
Expected Graduation: May, 2008
University of New Hampshire, Durham, NH

Related Courses:

**Therapeutic Recreation Internship, September 2007**

- Northeast Rehabilitation Health Network, Salem, NH. Completed a 14 week internship creating and implementing treatment plans with individuals recovering from stroke, spinal cord injury, brain injury, orthopedic injuries.

**Therapeutic Communication & Facilitation Techniques in Therapeutic Recreation, January 2007**

- Steppingstones, Portsmouth, NH, a program of the Krempels Brain Injury Foundation. Plan and facilitate groups for adults with traumatic brain injury and cerebrovascular accidents at a community-based brain injury day program.

**Assessment & Treatment Planning in Therapeutic Recreation, September 2006**

- Northeast Passage, Durham, NH. Created and implemented an individualized treatment plan for an adolescent with a Pervasive Developmental Disorder who participated in a school based therapeutic recreation program.

**Recreation Management & Policy Practicum, January 2006**

- Edgewood Centre, Portsmouth, NH. Co-facilitated recreation activities for older adults.

**Recreation Services Program Design & Planning, September 2005**

- Friends Project, Portsmouth, NH. Designed and implemented an accessible Halloween event/party for adolescents with a variety of developmental and physical disabilities.

Activities:

**Member of Alpha Phi Omega Spring 2005 – Present**

- **Co-service chair of Alpha Phi Omega, Spring 2007**
  Responsibilities involve seeking and coordinating community service projects
- **Fellowship Coordinator of Alpha Phi Omega, Spring 2006**
  Responsibilities involve creating and coordinating recreation activities for the members

**Intramural Sports: Floor Hockey, Broomball, and Water Polo, University of New Hampshire, January 2005 - Present**

Certifications:

**First Aid & CPR**
**Certified Therapeutic Recreation Specialist (Expected October 2008)**

**The Chase Home**

Key Personnel

| | | | | |
|---|---|---|---|---|
| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
| Katherine (Meme) Wheeler | Executive Director | $85,000 | 5% | $4,250 |
| Kristy Whipple | Billing Specialist | $40,000 | 25% | $10,000 |
| | | | | |
| | | | | |
| | | | | |

Subject: Residential Treatment Services for Children's Behavorial Health

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Devereux Foundation, dba Devereux Advanced Behavioral Health,-Massachusetts & Rhode Island (Devereux MA/RI) | | 1.4 Contractor Address<br>60 Mile Road, PO Box 219<br>Rutland, MA 01543-0219 | |
| 1.5 Contractor Phone Number<br>(508) 886-4746 | 1.6 Account Number<br>See Exhibit C | 1.7 Completion Date<br>June 30, 2024 | 1.8 Price Limitation<br>$6,960,555 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Kerry Ann Goldsmith B607138AE2C943E<br>Date: 6/23/2021 | | 1.12 Name and Title of Contractor Signatory<br>Kerry Ann Goldsmith<br>Executive Director | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja Fox ED9005804C83442<br>Date: 7/13/2021 | | 1.14 Name and Title of State Agency Signatory<br>Katja Fox<br>Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Catherine Pinos | | On: 7/15/2021 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials DS kll
Date 6/23/2021

2. **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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 DS kd

Date 6/23/2021

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



Contractor Initials kd

Date 6/23/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



Contractor Initials DS kd

Date 6/23/2021

**New Hampshire Department of Health and Human Services**
**Residential Treatment Services for Children's Behavioral Health**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

## Scope of Services

### 1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

**1.11. Staffing, Training and Development**

**1.11.1. Talent Strategy**

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

**1.11.2. Staffing Ratios**

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

**1.11.3. Staff Training and Development**

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies©.

1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

**1.12. Collaborative Care**

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

**1.13. Admissions, Discharges and Transitions**

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

**1.14. Restraint and Seclusion Practices**

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusions and

Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

**1.15. Children's System of Care Values**

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting, os and comfortable for all ages.

1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

**1.16. Cultural and Linguistic Diversity**

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

**1.17. Multidisciplinary Approach**

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

**1.18. Treatment Settings**

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

**1.19. Targeted and Active Treatment**

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

**1.20. Trauma Informed Care**

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

**1.21. Evidence Based Practices**

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
1.21.1.2. Cognitive Behavior Therapy
1.21.1.3. Dialectic Behavior Therapy
1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

**1.22. Clinical and Medical Standards**

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

**1.23. Aftercare**

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

**1.24. Medication Procedures**

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

**1.25. Policies and Procedures**

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

**1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

## 2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

**2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds**

| Level of Care | Vendors Name of the Program | Location: City/Town and State | Maximum Number of Contracted Beds | Shared Beds |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| Level of Care 3, Intensive Treatment, Option A: Intensive Treatment | Devereux Residential Treatment Program | Rutland, MA | 15 | N/A |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |

**2.4. Reserved**

**2.5. Reserved**

**2.6. Reserved**

**2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.7.2.1. Highly structured treatment on a 24/7 basis,
2.7.2.2. Structured and safe; therapeutic milieu environment,
2.7.2.3. Medication Monitoring and management,
2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
2.7.2.5. Concentrated individualized treatment
2.7.2.6. Specialized assessment and treatment services.
2.7.2.7. Community Supports.
2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted.

2.7.2.9. Specialized social services.
2.7.2.10. Behavior management.
2.7.2.11. Recreation.
2.7.2.12. Clinical Services.
2.7.2.13. Family Services.
2.7.2.14. Vocational Training.
2.7.2.15. Medication Monitoring, as clinically indicated.
2.7.2.16. Crisis Intervention.

**2.7.3. Staffing**

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

**2.7.4. Supported Visits**

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.7.5. Educational Services**

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.
2.7.5.4.2. Vocational Services.
2.7.5.4.3. Formal Education.
2.7.5.4.4. Training Programs.
2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.7.6. Transportation**

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.
2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).
2.7.6.1.5. Family and sibling visits.
2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.8. Reserved**

**2.9. Reserved**

**2.10. Reserved**

**2.11. Reserved**

**2.12. Reserved**

**3. Specific Residential Treatment Program Requirements**

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

**3.2. Reserved**

**3.3. Reserved**

**3.4. Reserved**

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

**3.5.1. <u>Program Name – Devereux Residential Treatment Program</u>**

3.5.1.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | Not allocated |
| Direct Care 2nd shift | Milieu 1:3 | No Variation |
| Direct Care Overnight | Awake overnight: 1:6, minimum 2 staff available for programs | No Variation |
| Clinical Ratio | 1:8 | No Variation |
| Family Worker | 1:8 | Not allocated |

| | | |
|---|---|---|
| | | (see Case Worker) |
| Family Therapist | 1:8 | Not allocated |
| Transportation | Not Required | Not allocated |
| Case Manager | 1:8 or see Family Worker | 1:8 (Case Worker) |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | Not allocated |
| Nursing Staff | 24/7, available, and shall be onsite regularly | .66 FTE; 1.07FTE |
| Psychiatrist | Availability of prescriber or psychiatry on site | Not allocated |
| Psychologist | Availability of prescriber or psychiatry on site | Not allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.1.2.1. Intellectual and Developmental Disability (IDD);
3.5.1.2.2. Gender Identity;
3.5.1.2.3. Aggressive behavior;
3.5.1.2.4. Episodes Moderate Self-Injurious Behaviors;

**3.6. Reserved**

**3.7. Reserved**

**3.8. Reserved**

**3.9. Reserved**

**4. Exhibits Incorporated**

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health

Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**5. Reporting Requirements**

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

| **Table A** |
|---|
| **Key Output and Process Data** |
| The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. |
| Number of children currently placed in the program |
| Percent of contracted beds currently used |
| Turnover information (e.g., total number of staff, how many left, and reason why) |
| Number of days the program does not meet contractually required staffing ratios |
| Number of accepted referrals/new admissions (and location prior to admission) |
| Number of rejected referrals |
| Number of children discharged (and the reason for discharge) |
| Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation) |

| |
|---|
| Key dates per child: referral, acceptance, admission, discharge |
| Number of family planning team treatment meetings (and caregiver, youth attendance) |
| Number of treatment meetings led by youth |
| Number of contacts with family/caregivers |
| Percent of children placed outside of their school district |
| CANS score information per child (from CANS system report - e.g., score # at referral, at discharge) |
| Number of restraints |
| Number of seclusions |
| Discharge locations |
| Whether or not the CME was involved |

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint
5.5.1.2. Seclusion
5.5.1.3. Serious injury both including and not including restraint and seclusion
5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

## 6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

**Table B**

| Category | Key performance metrics: |
|---|---|
| **Referral** | • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps]<br>• Median time from referral to acceptance<br>• Median time from referral to admission |
| **Family & youth engagement** | • % of treatment meetings where youth participates<br>• % of treatment meetings where caregiver participates<br>• Median # of contacts with family/caregivers per month per child |
| **Quality of treatment** | • % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)*<br>• Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay |
| **Transition & discharge** | • Median length of stay: days from admission to discharge to less restrictive setting<br>• % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days |

| | |
|---|---|
| | • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (*based on internal data which DHHS will access through CME and DCYF system)*<br>• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge<br>• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (*based on internal DCYF data which DHHS will access)* |

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

6.2.1.3. Reduced use of emergency departments and other physical health services.

6.2.1.4. Reduced use of out of district placement for school.

6.2.1.5. Increased school attendance and attainment.

6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.

6.2.2.3. Attending monthly meetings focused on performance.

6.2.2.4. Adjusting key performance metrics.

6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.

6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.

6.2.2.7. Participating in inspections of any of the following:

6.2.2.7.1. The facility premises.

6.2.2.7.2. Programs and services provided.

6.2.2.7.3. Records maintained by the Contractor.

6.2.2.8. Participating in training and technical assistance activities as directed by the Department.

6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.

6.2.2.10. Adjusting program delivery.

6.2.2.11. Focusing on a range of performance topics that include but are not limited to:

6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),

6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.

6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.

6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:

6.2.4.1. Actions to be taken to correct each deficiency;

6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;

6.2.4.3. A time line for implementing the actions above;

6.2.4.4. A monitoring plan to ensure the actions above are effective; and

6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

## 7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

**8. Records**

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical 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.

8.1.2. All records must 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.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

## Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

3. For the purposes of this Agreement:

   3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.

4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

   4.1. For Medicaid enrolled individuals, a daily rate will be paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusett's Operational Services Division (OSD).

      4.1.1. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

   4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

   4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

      4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

      Financial Manager
      Department of Health and Human Services
      129 Pleasant Street
      Concord, NH 03301

      4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting

documention for authorized expenses, subsequent to approval of the submitted invoice.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $6,960,555.00

4.5.2. SFY 22: $2,320,185.00

4.5.3. SFY 23: $2,320,185.00

4.5.4. SFY 24: $2,320,185.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.5. 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.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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



Vendor Initials DS kll

Date 6/23/2021

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.

Vendor Name:

DocuSigned by:
Kerry Ann Goldsmith
D60F14DAF2C945E...

6/23/2021
Date

Name: Kerry Ann Goldsmith
Title: Executive Director

## CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

DocuSigned by:
Kerry Ann Goldsmith
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6/23/2021
Date

Name: Kerry Ann Goldsmith
Title: Executive Director

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Vendor Initials

6/23/2021
Date

## 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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Date 6/23/2021

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:

6/23/2021
Date

DocuSigned by:
Kerry Ann Goldsmith
H60713BAF2C943E...
Name: Kerry Ann Goldsmith
Title: Executive Director

DS
kal
Contractor Initials

6/23/2021
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

DocuSigned by:
Kerry Ann Goldsmith
B807153DAF2C843E...

6/23/2021
Date

Name: Kerry Ann Goldsmith
Title: Executive Director

## 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:

6/23/2021
Date

DocuSigned by:
Kerry Ann Goldsmith
Name: Kerry Ann Goldsmith
Title: Executive Director

## 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

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

| Department of Health and Human Services | Devereux Advanced Behavioral Health |
|---|---|
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja Fox | Kerry Ann Goldsmith |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | Executive Director |
| Title of Authorized Representative | Title of Authorized Representative |
| 7/13/2021 | 6/23/2021 |
| Date | 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:

DocuSigned by:
Kerry Ann Goldsmith

6/23/2021
Date

Name: Kerry Ann Goldsmith
Title: Executive Director



DS
Contractor Initials kd
Date 6/23/2021

## 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: 002514420

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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**Department of Early Education and Care**
The Commonwealth of Massachusetts

Samantha L. Aigner-Treworgy, Commissioner

June 28, 2021

Re: Letter of Good Standing

To Whom it May Concern,

Please accept this letter as verification that the Devereux Foundation programs listed below are in good standing with EEC. Their licenses are valid until completion of the renewal licensing study process, which the programs are currently engaged in and will be completed once COVID-19 restrictions have been lifted.

- Boys Program
- Girl's Program
- ASD (Autism Spectrum Disorder) Program
- Trafford House
- Fentress House
- East Meadow Group Home
- Hillside Group Home
- Hillcrest Group Home
- Gate House Group Home
- Devon House Group Home
- STARR Paxton Program

EEC regulation 102 CMR 3.03(2) provides for continuation of operational status unless otherwise revoked.

Should you have any questions or concerns, please feel free to contact me directly at (413) 310-4357 or Heather.K.Moore@mass.gov.

Sincerely,

*Heather K. Moore*

Heather K. Moore, LCSW
Residential & Placement Licensor
Department of Early Education and Care
1441 Main St, Suite 230
Springfield, MA 01103

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# CERTIFICATE OF AUTHORITY

I, Carl E. Clark II, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Officer of The Devereux Foundation dba Devereux Advanced Behavioral Health (Devereux).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _____, 20____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

**VOTED:** That Kerry Ann Goldsmith, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ____Devereux_____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 13, 2021

Carl Clark II
Signature of Elected Officer
Name: Carl E. Clark II
Title: President & CEO

Client#: 353510 DEVERFOUND

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2021

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

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

| PRODUCER | CONTACT NAME: Caitlyn Schluter |
|---|---|
| Conner Strong & Buckelew<br>PO Box 99106<br>Camden, NJ 08101<br>877 861-3220 | PHONE (A/C, No, Ext): 856-479-2193 FAX (A/C, No):<br>E-MAIL ADDRESS: cschluter@connerstrong.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : United Specialty Insurance Company | 12537 |
| INSURER B : ACE American Insurance Company | 22667 |
| INSURER C : Indemnity Ins Co of North America | 43575 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Devereux Foundation
2012 Renaissance Blvd
King of Prussia, PA 19406

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 | X COMMERCIAL GENERAL LIABILITY | | | HLM33HPP210068 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE | $3,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $6,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $6,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | ISAH25541078 | 07/01/2021 | 07/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WLRC67809063 | 07/01/2021 | 07/01/2022 | X PER STATUTE OTH-ER | |
| B | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) | N/A | | WLRC67809105 | 07/01/2021 | 07/01/2022 | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | Professional Liability | | | HLM33HPP210068 | 07/01/2021 | 07/01/2022 | $3,000,000 Each Claim<br>$6,000,000 Aggregate | |

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Tapscott

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**Description of Organization**

**Mission**
Devereux Advanced Behavioral Health changes lives – by unlocking and nurturing human potential for people living with emotional, behavioral or cognitive differences.

**Core Values (CARES)**
Compassion
Accountability
Respect
Excellence
Safety

**Core Beliefs**
- What we do every moment matters.
- We embrace the full potential of individuals and their families and offer unwavering hope.
- We promote absolute service excellence.
- We value our staff and foster families.

**Overview**
Devereux MA/RI is part of the national Devereux Foundation, d/b/a Devereux Advanced Behavioral Health, one of the largest and most advanced behavioral healthcare organizations in the country. We have a unique model that connects the latest scientific and medical advancements to practical, effective interventions in the treatment of behavioral health.

Devereux was founded in 1912 by one of the first pioneers in the field, Helena Devereux. Today, we are a national nonprofit partner for individuals, families, schools and communities, serving many of the most vulnerable members of our society in areas of autism, intellectual and developmental disabilities, specialty mental health, and child welfare.

The Massachusetts center was established in September 1965 at the request of the Commonwealth. Devereux then expanded services into Rhode Island with therapeutic foster care and group homes.

Devereux Massachusetts and Rhode Island has a rich history of providing a culturally competent continuum of services to youth and families for over 55 years. As a supporter and formal endorser of the national Building Bridges Initiatives (BBI), Devereux takes pride in committing to BBI's values and principles by promoting practices that lead to sustained positive outcomes for youth and families. To that end, family-driven and youth-guided care are embedded in all levels of service.

Devereux's continuum of services includes children and adolescents residential, group homes, Short Term Assessment and Rapid Reintegration (STARR), Therapeutic/Intensive Foster Care (IFC), therapeutic day schools, diagnostic and assessment services, and Adult Services. Individuals referred to Devereux present with various emotional, behavioral, and cognitive differences with varying degrees of severity. Devereux provides a full range of services for

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# CONSOLIDATED FINANCIAL STATEMENTS

The Devereux Foundation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health
Years Ended June 30, 2020 and 2019
With Report of Independent Auditors

Ernst & Young LLP

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# The Devereux Foundation and Controlled Entities d/b/a Devereux Advanced Behavioral Health

## Consolidated Financial Statements

Years Ended June 30, 2020 and 2019

## Contents

Report of Independent Auditors....1

Consolidated Financial Statements

Consolidated Balance Sheets....3
Consolidated Statements of Operations and Changes in Net Assets....5
Consolidated Statements of Cash Flows....7
Notes to Consolidated Financial Statements....8

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EY
Building a better working world

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Metropark
P.O. Box 751
Iselin, NJ 08830-0471

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# Report of Independent Auditors

The Board of Trustees
The Devereux Foundation and Controlled Entities
d/b/a Devereux Advanced Behavioral Health

We have audited the accompanying consolidated financial statements of The Devereux Foundation and Controlled Entities d/b/a Devereux Advanced Behavioral Health, which comprise the consolidated balance sheets as of June 30, 2020 and 2019, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

## Management's Responsibility for the Financial Statements

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

## Auditor's Responsibility

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

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

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



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## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of The Devereux Foundation and Controlled Entities d/b/a Devereux Advanced Behavioral Health at June 30, 2020 and 2019, and the consolidated results of their operations and changes in net assets and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

## Adoption of ASU No. 2016-02, *Leases*

As discussed in Note 2 to the consolidated financial statements, The Devereux Foundation and Controlled Entities d/b/a Devereux Advanced Behavioral Health changed their method of accounting for leases as a result of the adoption of the amendments to the Financial Accounting Standards Board Accounting Standards Codification resulting from Accounting Standards Update No. 2016-02, *Leases*, effective July 1, 2019. Our opinion is not modified with respect to these matters.

Ernst + Young LLP

September 25, 2020



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# The Devereux Foundation and Controlled Entities
# d/b/a Devereux Advanced Behavioral Health

## Consolidated Balance Sheets
*(In Thousands)*

| | June 30 2020 | 2019 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents, including client funds on deposit of $2,349 and $1,977 in 2020 and 2019, respectively | $ **44,865** | $ 12,133 |
| Accounts receivable, net | **59,630** | 60,487 |
| Current portion of assets limited as to use | **993** | 792 |
| Operating fund investments | **20,702** | 21,543 |
| Prepaid expenses and other current assets | **3,907** | 4,402 |
| Total current assets | **130,097** | 99,357 |
| Assets limited as to use: | | |
| By board for designated purposes | **122,007** | 111,903 |
| By trustees under bond indenture agreements, net of current portion | **595** | 536 |
| By donor | **15,860** | 16,138 |
| By insurance agreement | **7,000** | 8,000 |
| | **145,462** | 136,577 |
| Property and equipment, net | **116,603** | 112,203 |
| Operating lease assets, net | **23,058** | – |
| Other assets: | | |
| Other assets | **4,759** | 1,865 |
| Pledges receivable and deferred gifts | **10,590** | 12,625 |
| Total other assets | **15,349** | 14,490 |
| Total assets | $ **430,569** | $ 362,627 |

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# The Devereux Foundation and Controlled Entities
# d/b/a Devereux Advanced Behavioral Health

## Consolidated Balance Sheets (continued)
*(In Thousands)*

| | June 30 2020 | 2019 |
|---|---|---|
| **Liabilities and net assets** | | |
| Current liabilities: | | |
| Current portion of long-term debt | $ **4,203** | $ 3,546 |
| Current portion of operating lease liability | **8,054** | – |
| Accounts payable and accrued expenses | **9,579** | 9,357 |
| Employee compensation and related benefits | **30,382** | 29,926 |
| Current portion of estimated settlements due to third-party payors | **14,239** | 12,073 |
| Current portion of reserves under insurance programs and other current liabilities | **23,823** | 21,461 |
| Client funds on deposit | **2,349** | 1,977 |
| Total current liabilities | **92,629** | 78,340 |
| Estimated settlements due to third-party payors, net of current portion | **732** | 1,553 |
| Reserves under insurance programs, net of current portion | **24,177** | 17,625 |
| Other long-term liabilities | **9,989** | 2,000 |
| Deferred revenue | **5,786** | 5,971 |
| Obligation to provide future services and use of facilities to continuing care clients | **5,524** | 6,124 |
| Operating lease liability, net of current portion | **15,335** | – |
| Long-term debt, net of current portion | **56,491** | 40,815 |
| Total liabilities | **210,663** | 152,428 |
| Net assets: | | |
| Without donor restrictions | **193,480** | 181,518 |
| With donor restrictions | **26,426** | 28,745 |
| Total Devereux Advanced Behavioral Health net assets | **219,906** | 210,263 |
| Non-controlling interests | – | (64) |
| Total net assets including non-controlling interests | **219,906** | 210,199 |
| Total liabilities and net assets | $ **430,569** | $ 362,627 |

*See accompanying notes.*

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# The Devereux Foundation and Controlled Entities
# d/b/a Devereux Advanced Behavioral Health

## Consolidated Statements of Operations and Changes in Net Assets
*(In Thousands)*

| | Year Ended June 30 | |
|---|---|---|
| | **2020** | **2019** |
| **Net assets without donor restrictions** | | |
| Revenue: | | |
| Net client revenue | **$ 516,182** | $ 482,802 |
| Investment income | **4,216** | 1,402 |
| Gifts and bequests | **5,475** | 4,569 |
| Other revenue | **10,385** | 10,710 |
| Net assets released from restrictions for operations | **1,543** | 1,225 |
| | **537,801** | 500,708 |
| Expenses: | | |
| Salaries and wages | **321,064** | 290,455 |
| Employee benefits | **74,529** | 78,276 |
| Food | **8,149** | 7,884 |
| Purchased services | **38,276** | 39,320 |
| Supplies | **10,647** | 7,853 |
| Plant operation and maintenance | **28,789** | 27,320 |
| Depreciation and amortization | **15,152** | 14,286 |
| Interest | **2,248** | 2,254 |
| Insurance | **18,247** | 11,588 |
| Other | **10,515** | 11,465 |
| | **527,616** | 490,701 |
| Operating income before other items | **10,185** | 10,007 |
| Other items: | | |
| Loss on investment in joint venture | **(100)** | (276) |
| Decrease in obligation to provide future services and the use of facilities to continuing care clients | **600** | 1,149 |
| Change in fair value of interest rate swap | **(2,547)** | (301) |
| Net gain (loss) on disposition of property | **30** | (25) |
| Unrealized gains on investments in equity securities | **2,382** | – |
| Net gain on insurance proceeds from natural disaster | **–** | 987 |
| Other income, net | **365** | 1,534 |
| Excess of revenue over expenses before non-controlling interests | **10,550** | 11,541 |
| Less: Net loss attributable to non-controlling interests | **–** | (87) |
| Excess of revenue over expenses | **10,550** | 11,628 |

*(Continued on following page.)*

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# The Devereux Foundation and Controlled Entities
# d/b/a Devereux Advanced Behavioral Health

## Consolidated Statements of Operations and Changes in Net Assets (continued)
*(In Thousands)*

| | Year Ended June 30 | |
|---|---|---|
| | **2020** | **2019** |
| **Net assets without donor restrictions (continued)** | | |
| Excess of revenue over expenses | **$ 10,550** | $ 11,628 |
| Other changes in net assets without donor restrictions: | | |
| Unrealized gains on investments | **–** | 4,366 |
| Unrealized gains on investments of fixed income securities | **764** | – |
| Net assets released from restrictions for property and equipment purchases | **648** | 887 |
| Increase in net assets without donor restrictions | **11,962** | 16,881 |
| **Net assets with donor restrictions** | | |
| Gifts, grants, and bequests, net | **2,191** | 7,742 |
| Net realized and unrealized gain on investments | **22** | 110 |
| Net assets released from restrictions for operations | **(3,642)** | (1,474) |
| Net assets released from restrictions to finance property and equipment purchases | **(648)** | (887) |
| Appropriations of net assets for intended purposes, net | **(242)** | (328) |
| (Decrease) increase in net assets with donor restrictions | **(2,319)** | 5,163 |
| **Non-controlling interests** | | |
| Net loss attributable to non-controlling interests | **–** | (87) |
| Assumption of non-controlling interests | **64** | – |
| Increase (decrease) in non-controlling interests | **64** | (87) |
| Increase in net assets, including non-controlling interests | **9,707** | 21,957 |
| Net assets, beginning of year | **210,199** | 188,242 |
| Net assets, end of year | **$ 219,906** | $ 210,199 |

*See accompanying notes.*

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# The Devereux Foundation and Controlled Entities
# d/b/a Devereux Advanced Behavioral Health

## Consolidated Statements of Cash Flows
*(In Thousands)*

| | Year Ended June 30 | |
|---|---|---|
| | 2020 | 2019 |
| **Operating activities** | | |
| Increase in net assets, including non-controlling interests | $ 9,707 | $ 21,957 |
| Adjustments to reconcile increase in net assets to net cash provided by operating activities: | | |
| Net (gain) loss on disposition of property | (30) | 25 |
| Net gain on insurance proceeds from natural disaster | – | (987) |
| Depreciation and amortization | 15,152 | 14,286 |
| Loss from joint venture | 100 | 276 |
| Net realized and unrealized gains in fair value of investments | (4,848) | (1,512) |
| Decrease in obligation to provide future services | (600) | (1,149) |
| Change in fair value of interest rate swap | 2,547 | 301 |
| Restricted contributions | (2,191) | (7,742) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 857 | (5,527) |
| Prepaid expenses and other current assets | 826 | 20 |
| Pledges receivable | 2,290 | 249 |
| Accounts payable and accrued expenses | (19) | (1,178) |
| Employee compensation and related benefits | 456 | 3,179 |
| Deferred revenue | (185) | (91) |
| Estimated settlements due to third-party payors, net | 1,345 | (1,006) |
| Reserves under insurance programs and other liabilities | 11,964 | 2,160 |
| Net cash provided by operating activities | 37,371 | 23,261 |
| **Investing activities** | | |
| Purchases of property and equipment, net | (19,442) | (17,009) |
| Joint venture capital contributions / loans | (230) | (292) |
| Net gain on insurance proceeds from natural disaster | – | 987 |
| Purchases of investments | (35,650) | (66,878) |
| Sales of investments | 32,953 | 66,132 |
| Net cash used in investing activities | (22,369) | (17,060) |
| **Financing activities** | | |
| Proceeds from long-term debt | 20,417 | – |
| Repayments of long-term debt | (3,718) | (4,717) |
| Deferred financing costs paid | (205) | – |
| Restricted contributions, net | 1,936 | 2,548 |
| Net cash provided by (used in) financing activities | 18,430 | (2,169) |
| Increase in cash and cash equivalents and restricted cash and restricted cash equivalents | 33,432 | 4,032 |
| Cash and cash equivalents and restricted cash and restricted cash equivalents at beginning of year | 15,491 | 11,459 |
| Cash and cash equivalents and restricted cash and restricted cash equivalents at end of year | $ 48,923 | $ 15,491 |

*See accompanying notes.*

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# The Devereux Foundation and Controlled Entities d/b/a Devereux Advanced Behavioral Health

## Notes to Consolidated Financial Statements
*(In Thousands)*

June 30, 2020

### 1. Organization and Basis of Presentation

The Devereux Foundation and Controlled Entities d/b/a Devereux Advanced Behavioral Health (Devereux) is a not-for-profit corporation, dually designated by the Internal Revenue Service (IRS) as an educational facility and health care organization, with a national network of behavioral health treatment centers for children, adolescents, and adults with complex emotional, psychiatric, and developmental disabilities, including individuals with autism spectrum disorders. Treatment settings range along a continuum from acute psychiatric inpatient and campus-based residential settings to community group homes, outpatient, foster care, in home, educational, vocational, and prevention programs.

Devereux functions as the sole corporate member for the following entities (the Controlled Entities), which are included in the accompanying consolidated financial statements:

Helena Devereux Foundation (HD Foundation) is a Pennsylvania not-for-profit corporation, which holds certain assets to benefit Devereux's programs.

Devereux Cleo Wallace (DCW) is a Colorado not-for-profit corporation that operates a psychiatric residential treatment facility and provides other behavioral health services in the Denver area. DCW is the sole corporate member of Devereux Cleo Wallace Foundation (DCW Foundation), a Colorado not-for-profit corporation that was established for the benefit of DCW. DCW Foundation is currently inactive.

QualityHealth Staffing, LLC (QualityHealth) is a consolidated subsidiary formed in February 2018 in Pennsylvania to provide behavioral health staffing services. QualityHealth became a wholly-owned subsidiary of Devereux after the departure of another investor effective January 1, 2020.

Southeastern Pennsylvania Autism Resource Center (SPARC) is a Pennsylvania not-for-profit that provides outpatient services. Devereux become the sole member of SPARC on July 1, 2019.

All significant intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements.

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## 2. Summary of Significant Accounting Policies

### Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States (U.S. GAAP) requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

### Cash and Cash Equivalents

Cash and cash equivalents, for which the carrying value approximates fair value, include money market funds and certain investments with original maturities of three months or less. Devereux does not hold any money market funds with significant liquidity restrictions that would be required to be excluded from cash equivalents.

The following is a reconciliation of amounts reported on the consolidated balance sheets to the statement of cash flows as of and for the years ended June 30, 2020 and 2019:

| | 2020 | 2019 |
|---|---|---|
| Cash and cash equivalents | **$ 44,865** | $ 12,133 |
| Assets limited as to use: cash and cash equivalents | **4,058** | 3,358 |
| Total cash and cash equivalents and restricted cash and restricted cash equivalents | **$ 48,923** | $ 15,491 |

### Fair Value of Financial Instruments

Financial instruments consist of cash equivalents, accounts receivable, assets limited as to use and operating fund investments, accounts payable and accrued expenses, interest-rate swaps, and long-term debt. The carrying amounts reported on the consolidated balance sheets for cash equivalents, accounts receivable, and accounts payable and accrued expenses approximate fair value. Management's estimates of the fair value of other financial instruments are described elsewhere in the notes to the consolidated financial statements.

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**2. Summary of Significant Accounting Policies (continued)**

**Accounts Receivable**

Accounts receivable are recognized in the period services are provided and are stated at an amount that reflects the consideration Devereux expects to receive from programs administered by state and local government agencies, commercial insurance, and private payors at established contracted rates inclusive of provisions for variable consideration, such as discounts and implicit price concessions.

An allowance for uncollectible accounts is recorded only from a delinquency of accounts that were considered collectible at the time services were provided.

**Assets Limited as to Use, Investments, and Investment Income**

Assets limited as to use include assets set aside by the Board of Trustees (the Board), assets held by trustees under bond indenture agreements, assets for insurance agreements, and assets for donor purposes. Amounts set aside by the Board are designated for the operation of certain facilities, scholarships, continuing care, and other contingencies. The Board retains control over designated assets and may, at its discretion, subsequently designate the assets for other purposes. Assets limited as to use that are required for current obligations or designated for current use are reported as current assets. Assets limited as to use and operating fund investments are classified as other-than-trading securities.

Investments in debt and equity securities are measured at fair value based on quoted market prices. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in investment income, or included in net realized and unrealized gains on investments in net assets with donor restrictions if such income is restricted by the donor or legislation. Investment income is reported net of external and direct internal investment expenses, such as trustee fees and investment fund management fees. For the year ended June 30, 2020, unrealized gains and losses on investments in equity securities are reported as a component of other income. For the year ended June 30, 2019, unrealized gains and losses on investments in equity securities are reported as a component of other changes in net assets without donor restrictions. Realized gains and losses on investments sold are computed using the weighted average cost method.

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**2. Summary of Significant Accounting Policies (continued)**

Unrealized gains and losses on investments in fixed income securities, to the extent that such losses are considered temporary, are reported as a component of other changes in net assets without donor restrictions for investments that were not held for donor restricted purposes. Devereux periodically reviews its investments in fixed income securities for other-than-temporary declines in the market value of investments. When an other-than-temporary decline is identified, the investment's cost is written down to the current market value, and the loss is recorded as a component of the excess of revenue over expenses.

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at fair market value at the date of receipt. Depreciation is provided on a straight-line basis over the expected useful lives of the assets. Gifts or grants for the purchase of long-lived assets, such as land, buildings, or equipment, are reported as other changes in net assets without donor restrictions. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of acquiring those assets. No interest was capitalized in 2020 or 2019.

Devereux continually evaluates whether later events and circumstances have occurred that indicate the remaining estimated useful life of long-lived assets may warrant revision or that the remaining balance may not be recoverable. When factors indicate that long-lived assets should be evaluated for possible impairment, Devereux uses an estimate of the related undiscounted operating income over the remaining life of the long-lived asset, or determines the fair value of the long-lived asset in measuring whether the long-lived asset is recoverable. Devereux believes that no revision to the remaining useful lives or write-down of long-lived assets was required as of June 30, 2020 or 2019.

**Deferred Financing Costs**

Deferred financing costs represent expenditures incurred in the issuance of long-term debt, and are amortized using the effective-interest-rate method over the term of the related debt. These costs are presented on the consolidated balance sheet as a direct reduction of the carrying value of the associated debt, consistent with the presentation of debt discounts or premiums.

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## 2. Summary of Significant Accounting Policies (continued)

### Classification of Net Assets

Devereux separately accounts for and reports net assets without donor restrictions and net assets with donor restrictions. Net assets without donor restrictions are not externally restricted for identified purposes by donors or grantors. Net assets without donor restrictions include resources that the governing board may use for any designated purpose and resources whose use is limited by agreement between Devereux and an outside party other than the donor or grantor.

Net assets with donor restrictions represent those assets whose use has been limited by donors to a specific time period or purpose, or have been restricted by donors to be maintained by Devereux in perpetuity, with income generally available to support health care and education services. When the donors' intentions are met or a time restriction expires, the net assets are reclassified to net assets without donor restrictions and reported on the consolidated statements of operations and changes in net assets as net assets released from restrictions. Net assets with donor restrictions that are required to be maintained in perpetuity are invested on a pooled basis with Devereux's Board-designated investments. In accordance with Commonwealth of Pennsylvania Act 141, organizations are annually permitted to spend between 2% and 7% of permanent endowments. For both 2020 and 2019, Devereux elected to spend at a blended rate of approximately 4.5%. Additionally, in accordance with the Pennsylvania law, Devereux classifies as net assets with donor restrictions that are required to be maintained in perpetuity (a) the value of gifts donated to the permanent endowment and (b) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument. This is regarded as the "historic dollar value" of the endowed fund. Any remaining unspent earnings of the donor-restricted endowment funds is not classified as a permanent endowment and is recorded within net assets with donor restrictions until those amounts are appropriated for expenditure by Devereux in a manner consistent with Devereux's spending policy.

### Excess of Revenue Over Expenses

The accompanying consolidated statements of operations and changes in net assets include the excess of revenue over expenses as the performance indicator. For the year ended June 30, 2020, changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses are unrealized gains and losses on investments in fixed income securities, to the extent that such losses are considered temporary, and net assets released from restrictions for

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**2. Summary of Significant Accounting Policies (continued)**

property and equipment purchases. For the year ended June 30, 2019, changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses are unrealized gains and losses on investments, to the extent that such losses are considered temporary, and net assets released from restrictions for property and equipment purchases. For purposes of presentation, transactions deemed by management to be ongoing, major, or central to the provision of services are reported as operating revenue and operating expenses; peripheral or incidental transactions and unusual, nonrecurring items are excluded from operating results and are reported as other items within excess of revenues over expenses.

**Income Taxes**

The IRS determined that Devereux, HD Foundation, DCW, and DCW Foundation qualify for exemption from federal income taxes on related income under the Internal Revenue Code. The provision for income taxes associated with unrelated business income is immaterial to the consolidated financial statements. Devereux, HD Foundation, DCW, and DCW Foundation have reviewed the technical merits of each of their tax positions in accordance with U.S. GAAP for uncertainty in income taxes and have determined there are no uncertain tax positions that would have a material impact on the accompanying consolidated financial statements. The profits and losses of QualityHealth pass-through to Devereux based on their member share. Effective January 1, 2020, QualityHealth is treated as a disregarded entity of Devereux for federal income tax purposes. There is no provision for income taxes related to this income as it is considered substantially related to Devereux's tax-exempt purpose.

There was no tax provision for the years ended June 30, 2020 and 2019.

**Charity Care**

In advancement of its charitable mission, Devereux accepts clients with limited or no ability to pay for services. A client is classified as a charity client by reference to certain established policies. Essentially, these policies define charity services as those for which payment is not anticipated. In assessing a client's ability to pay, Devereux uses generally recognized poverty income levels, but also includes cases where incurred charges are significant relative to income.

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**2. Summary of Significant Accounting Policies (continued)**

Under certain governmental payment programs, Devereux has been paid an amount less than actual costs due to agency budgetary constraints or other factors. The economic loss attributable to such programs is also included as charity care. Charity care amounts are not included in net client revenue or accounts receivable. The amount of costs incurred for services provided to clients that qualify for charity care and the economic shortfall attributable to unreimbursed costs of certain programs aggregated $15,028 and $12,928 in 2020 and 2019, respectively.

Devereux also provides a variety of services and benefits within the communities in which it operates, for which no compensation is received. The cost of these services has not been quantified and, therefore, is not included in the charity care amounts referred to above.

**Contributions and Pledges Receivable**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Unconditional promises to give cash and other assets that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discounts on those amounts are computed using a risk-free interest rate applicable to the year in which the promise is received. The gifts are reported as gifts, grants, and bequests in net assets with donor restrictions if they are received with donor stipulations that limit the timing or purpose for which donated assets can be used. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the consolidated statement of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as gifts and bequests in the accompanying consolidated financial statements.

**Recent Accounting Pronouncements**

*Adopted Changes*

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases*, which requires the rights and obligations arising from lease contracts, including existing and new arrangements, to be recognized as assets and liabilities on the statements of financial position, including both finance leases (formerly referred to as capital leases) and operating leases. ASU 2016-02 requires expanded disclosure related to lease

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**2. Summary of Significant Accounting Policies (continued)**

agreements (see Note 7) to help the financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. The recognition, measurement and presentation of expenses and cash flows arising from a lease primarily depends on its classification as a finance or operating lease. Devereux adopted ASU 2016-02 effective July 1, 2019, following the modified retrospective method of application. As such, the 2019 consolidated financial statement amounts and disclosures have not been adjusted to reflect the provisions of the new standard. There was no cumulative-effect impact to the 2019 consolidated net assets as a result of the adoption. Devereux has made the transition-specific election to apply the package of practical expedients which allows for the carryforward of historical assessments of (1) whether contracts are or contain leases, (2) lease classification and (3) initial direct costs. Additionally, for operating leases entered into prior to July 1, 2019, the Health System has elected to utilize the operating leases' remaining lease term as of the date of adoption to determine the discount rate used to initially measure the liability. Certain other accounting policy elections and quantitative and qualitative information pertaining to Devereux's adoption of ASU 2016-02 are described in Note 7.

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments – Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. ASU 2016-01 requires business oriented health care not-for-profit entities to measure equity investments that do not result in consolidation and are not accounted for under the equity method at fair value and recognize any changes in fair value in the performance indicator unless the investments qualify for a new practicality exception. The practicality exception is available for equity investments without a readily determinable fair value, for which measurement would be based on cost less impairment and adjusted for observable price changes. Devereux adopted ASU 2016-01 effective July 1, 2019, and no longer recognizes unrealized gains and losses on equity securities classified as other-than-trading outside of the performance indicator. ASU 2016-01 also contains a provision that eliminates the requirement for Devereux to disclose the fair value of financial instruments measured at amortized cost. This ASU did not impact the accounting for investments in debt securities. The impact of this adoption did not have a material impact on Devereux's consolidated financial statements

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**2. Summary of Significant Accounting Policies (continued)**

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows – Classification of Certain Cash Receipts and Cash Payments*, which addresses the following eight specific cash flow issues in order to limit diversity in practice: debt prepayment or debt extinguishment costs; settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing; contingent consideration payments made after a business combination; proceeds from the settlement of insurance claims; proceeds from the settlement of corporate-owned life insurance policies, including bank-owned life insurance policies; distributions received from equity method investees; beneficial interests in securitization transactions; and separately identifiable cash flows and application of the predominance principle. Devereux adopted ASU 2016-15 for the year ended June 30, 2020, and the adoption did not have a material impact on Devereux's consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows – Restricted Cash*, which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. Devereux adopted ASU 2016-18 using a retrospective transition method.

*Pending Changes*

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The main objective of ASU 2016-13 and related ASU updates is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. The amendments affect loans, debt securities, trade receivables, net investments in leases, off balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have the contractual right to receive cash. The amendments in this Update are effective for Devereux for fiscal years beginning after December 15, 2023. Devereux is in the process of evaluating the impact of ASU 2016-13 on its consolidated financial statements.

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## 2. Summary of Significant Accounting Policies (continued)

### Reclassifications

Certain reclassifications have been made to 2019 amounts previously reported in order to conform to the current year presentation. These reclassifications had no impact on previously reported net assets.

### Subsequent Events

In accordance with Accounting Standards Codification 855, *Subsequent Events*, management has evaluated subsequent events through the date the accompanying consolidated financial statements were issued on September 25, 2020.

## 3. Net Client Revenue

### Accounts Receivable and Net Client Revenue

Net client revenue is reported at the amount that reflects the consideration to which Devereux expects to receive in exchange for providing care. These amounts are due from clients, third-party payors (including health insurers and government programs), and others and includes variable consideration (reductions to revenue) in determining the transaction price.

Devereux uses a portfolio approach to account for categories of client contracts as a collective group rather than recognizing revenue on an individual contract basis. The portfolios consist of major payor classes for residential revenue and outpatient and community-based revenue as well as high-balance accounts regardless of payor class. Based on historical collection trends and other analyses, Devereux believes that revenue recognized by utilizing the portfolio approach approximates the revenue that would have been recognized if an individual contract approach were used.

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**3. Net Client Revenue (continued)**

Devereux's initial estimate of the transaction price for services provided to clients subject to revenue recognition is determined by reducing the total contracted rates related to the client services provided by various elements of variable consideration, including discounts, price concessions, and other reductions to Devereux's contracted rates. The estimates for discounts and price concessions are based on contractual agreements, Devereux's policies and historical experience.

Generally, Devereux bills government agencies and third-party payors on a monthly or weekly basis after the services are performed. Net client revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by Devereux. Net client revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total charges. Devereux believes that this method provides a reasonable depiction of the transfer of services over the term of the performance obligation based on the services needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to residential services, education services, or case management services. Substantially all of its performance obligations relate to contracts with a duration of one year or less.

Subsequent changes to the estimate of the transaction price (determined on a portfolio basis when applicable) are generally recorded as adjustments to client revenue in the period of the change. For the years ended June 30, 2020 and 2019, changes in Devereux's estimates of price concessions, discounts, contractual adjustments, or other reductions to expected payments for performance obligations were not significant. Portfolio collection estimates are updated based on collection trends. Subsequent changes that are determined to be the result of an adverse change in the client's ability to pay (determined on a portfolio basis when applicable) are recorded as provision for bad debts. Provision for bad debts for the years ended June 30, 2020 and 2019 was not significant.

Devereux has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors: payors and lines of business. Tables providing details of these factors are presented below.

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**3. Net Client Revenue (continued)**

Net client revenue recognized from major payor sources is as follows:

| | Year Ended June 30 2020 | 2019 |
|---|---|---|
| Medicaid | $ 259,684 | $ 217,185 |
| Social services agencies | 139,056 | 152,951 |
| Educational agencies | 90,095 | 87,060 |
| Private pay | 17,631 | 16,467 |
| Commercial insurance | 9,716 | 9,139 |
| | $ 516,182 | $ 482,802 |

Net client revenue by line of business is as follows:

| | June 30 2020 | 2019 |
|---|---|---|
| Campus based residential/education | $ 243,307 | $ 236,079 |
| Community based residential | 148,722 | 123,095 |
| Outpatient/other services | 54,624 | 54,751 |
| Foster care | 34,332 | 34,784 |
| Case management | 13,624 | 16,041 |
| Educational day services | 10,706 | 10,746 |
| Acute care | 10,867 | 7,306 |
| | $ 516,182 | $ 482,802 |

**Third-Party Payment Programs**

Settlements with third-party payors for cost report filings and retroactive adjustments due to ongoing and future audits, reviews, or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing client services. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and Devereux's historical settlement activity (for example, cost

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**3. Net Client Revenue (continued)**

report final settlements), including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Such estimates are determined through either a probability-weighted estimate or an estimate of the most likely amount, depending on the circumstances related to a given estimated settlement item. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations.

During the years ended June 30, 2020 and 2019, Devereux revised estimates made in prior years to reflect the passage of time and the availability of more recent information, such as accounts receivable payor collection trends and cost report settlement activity, associated with the related revenue estimates. For the years ended June 30, 2020 and 2019, the net effect of Devereux's revisions to prior year estimates resulted in net client revenue increasing by approximately $2,153 and $2,637, respectively.

The majority of services are rendered to clients through reimbursement programs administered by state and local governmental agencies, in some cases through a contracted managed care organization.

One government agency accounted for 12% of client revenue in 2020; aside from this, no agencies accounted for more than 10% of net client revenue in 2020 or 2019. Under these programs, payments are based upon fee-for-service rates, a combination of historical costs and prospectively determined rates, or reasonable costs, as defined. In total, these programs accounted for 95% of total net client revenue in fiscal years 2020 and 2019. The remaining services are rendered through payment arrangements with managed care organizations, commercial insurance carriers, or private accounts.

Certain governmental agencies pay an interim rate or a fixed periodic amount during the period Devereux provides services and retroactively adjust the payment based upon actual costs incurred during the year or based on actual units of service delivered. Third-party settlements with governmental agencies are accrued on an estimated basis in the period the related services are rendered. Estimated settlements due to third-party payors are classified as current or noncurrent based on the anticipated timing of settlements. Differences between the estimated settlement and

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**3. Net Client Revenue (continued)**

the finalized amounts are recorded in the year of settlement or when adjustments become known. In the opinion of management, adequate provision has been made for any additional adjustments that may result from the final settlement of outstanding cost reports.

Devereux is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations can be subject to government review and interpretation, as well as regulatory actions unknown and unasserted at this time. Government activity in the health care industry continues to increase with respect to investigations and allegations concerning possible violations of regulations by health care providers, which could result in the imposition of significant fines and penalties, as well as significant repayments of previously billed and collected revenues of client services. Devereux has implemented a corporate compliance program and conducts documentation audits of services provided and the underlying clinical documentation to evaluate its compliance with established regulations. When potential overpayments are identified, payors are notified and refunds are issued. While Devereux is currently the subject of certain on-going reviews and inspections by state and local government agencies, management is not currently aware of any allegations of non-compliance that could have a material adverse effect on the accompanying consolidated financial statements and believes that Devereux is in compliance with applicable laws and regulations in all material respects.

**4. Investments and Liquidity**

Investments are stated at fair value as follows:

| | June 30 | |
|---|---|---|
| | **2020** | **2019** |
| Assets limited as to use and operating fund investments: | | |
| Cash and cash equivalents | **$ 4,058** | $ 3,358 |
| Equity mutual funds | **115,399** | 99,780 |
| Real estate investment trust (REIT) funds | **10,653** | 10,757 |
| Fixed-income mutual funds | **15,820** | 7,427 |
| Multi-asset funds | **–** | 17,578 |
| Corporate bonds | **11,641** | 2,866 |
| U.S. government and agency bonds | **9,586** | 17,146 |
| Total | **$ 167,157** | $ 158,912 |

**4. Investments and Liquidity (continued)**

Investment income and realized and unrealized gains and losses on investments and cash and cash equivalents are composed of the following:

| | Year Ended June 30 | |
|---|---|---|
| | 2020 | 2019 |
| **Net assets without donor restrictions** | | |
| Amounts included in investment income: | | |
| Interest and dividends | $ 2,536 | $ 4,366 |
| Net realized gains (losses) on sales of investments | 1,680 | (2,964) |
| | 4,216 | 1,402 |
| Net change in unrealized gains on investments in equity securities | 2,382 | – |
| Other changes in net assets without donor restrictions: | | |
| Net change in unrealized gains on investments in fixed income securities | 764 | – |
| Net change in unrealized gains on investments | – | 4,366 |
| **Net assets with donor restrictions** | | |
| Net realized and unrealized gains on investments | 22 | 110 |
| Total investment gain | $ 7,384 | $ 5,878 |

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**4. Investments and Liquidity (continued)**

**Liquidity Resources**

The table below presents financial assets and liquidity resources available for general expenditures within one year:

| | June 30 2020 | 2019 |
|---|---|---|
| Financial assets as reported on the accompanying balance sheets: | | |
| Cash and cash equivalents | **$ 44,865** | $ 12,133 |
| Accounts receivable | **59,630** | 60,487 |
| Operating fund investments | **20,702** | 21,543 |
| Assets limited as to use | **146,455** | 137,369 |
| Total financial assets | **271,652** | 231,532 |
| Less amounts not available to be used within one year for general expenditures: | | |
| Assets limited as to use: | | |
| By trustees under bond indenture agreements | **1,588** | 1,328 |
| By donor | **15,860** | 16,138 |
| By insurance agreement | **7,000** | 8,000 |
| Client funds on deposit | **2,349** | 1,977 |
| Financial assets available and liquid to meet general expenditures within one year | **$ 244,855** | $ 204,089 |
| Additional liquidity from available line of credit *(Note 10)* | **$ 30,950** | $ 29,000 |

Devereux has certain Board designated assets limited as to use which are available for general expenditure, subject to Board approval. Assets which are not available for general expenditure within one year in the normal course of operations, including assets limited as to use for donor-restricted purposes, debt agreements, and self-insurance programs, are excluded from the total liquidity balance in the table above.

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## 5. Fair Value Measurements

In determining fair value, Devereux uses the market approach. The market approach utilizes prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. Information used to establish fair value estimates falls into three tiers, which prioritize the inputs used in measuring fair value. These tiers include Level 1 – defined as observable inputs such as quoted prices in active markets; Level 2 – defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3 – defined as unobservable inputs in which little or no market data exists, therefore, requiring an entity to develop its own assumptions.

The following tables present the fair value hierarchy for Devereux's financial assets and liabilities measured at fair value on a recurring basis.

| | Total | Level 1 | Level 2 | Level 3 |
|---|---|---|---|---|
| **June 30, 2020** | | | | |
| Cash and cash equivalents | $ 44,865 | $ 44,865 | $ – | $ – |
| Assets limited as to use and operating fund investments: | | | | |
| Cash and cash equivalents | $ 4,058 | $ 4,058 | $ – | $ – |
| Equity mutual funds | 115,399 | 115,399 | – | – |
| REIT funds | 10,653 | 10,653 | – | – |
| Fixed-income mutual funds | 15,820 | 15,820 | – | – |
| Corporate bonds | 11,641 | – | 11,641 | – |
| U.S. government and agency bonds | 9,586 | – | 9,586 | – |
| Total assets limited as to used and operating fund investments at fair value | $ 167,157 | $ 145,930 | $ 21,227 | $ – |
| Beneficial interest in trusts held by third parties, net *(Note 8)* | $ 7,400 | $ – | $ – | $ 7,400 |
| Liabilities: | | | | |
| Interest rate swaps | $ 2,890 | $ – | $ 2,890 | $ – |

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**5. Fair Value Measurements (continued)**

| | Total | Level 1 | Level 2 | Level 3 |
|---|---|---|---|---|
| **June 30, 2019** | | | | |
| Cash and cash equivalents | $ 12,133 | $ 12,133 | $ – | $ – |
| Assets limited as to use and operating fund investments: | | | | |
| Cash and cash equivalents | $ 3,358 | $ 3,358 | $ – | $ – |
| Equity mutual funds | 99,780 | 99,780 | – | – |
| REIT funds | 10,757 | 10,757 | – | – |
| Fixed-income mutual funds | 7,427 | 7,427 | – | – |
| Multi-asset funds | 17,578 | 17,578 | – | – |
| Corporate bonds | 2,866 | – | 2,866 | – |
| U.S. government and agency bonds | 17,146 | – | 17,146 | – |
| Total assets limited as to used and operating fund investments at fair value | $ 158,912 | $ 138,900 | $ 20,012 | $ – |
| Beneficial interest in trusts held by third parties, net *(Note 8)* | $ 7,597 | $ – | $ – | $ 7,597 |
| Liabilities: | | | | |
| Interest rate swap | $ 343 | $ – | $ 343 | $ – |

The following table sets forth the change in the fair value of financial instruments that are classified as Level 3:

| | |
|---|---|
| Fair value balance, June 30, 2018 | $ 7,424 |
| Additions | – |
| Distributions | – |
| Changes in fair value | 173 |
| Fair value balance, June 30, 2019 | 7,597 |
| Additions | – |
| Distributions | **(590)** |
| Changes in fair value | **393** |
| Fair value balance, June 30, 2020 | **$ 7,400** |

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**5. Fair Value Measurements (continued)**

Devereux's Level 1 securities primarily consist of cash, money market funds, equity mutual funds, REIT funds, fixed-income mutual funds, and multi-asset funds. Devereux determines the estimated fair value for its Level 1 securities using quoted (unadjusted) prices for identical assets or liabilities in active markets. Devereux's Level 2 securities primarily consist of corporate and U.S. government and agency bonds. Devereux determines the estimated fair value for its Level 2 securities using quoted prices for similar assets or liabilities in active markets.

The estimated value of the beneficial interest in trusts held by third parties is determined based on information provided by the trustee, including Devereux's proportional interest in the net assets of the trust. The assets held in trust consist primarily of cash equivalents and marketable securities. The fair value of the interest of trusts held by third parties is measured using the underlying value of the investments, as well as discounted cash flow analysis of the expected cash flow of the trusts, and is reported as Level 3.

Interest rate swaps, which are classified as a Level 2 liability, are valued using present value techniques, including a discounted cash flow analysis on the expected cash flow of the derivatives. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves.

**6. Property and Equipment**

| | Estimated Useful Lives | June 30 2020 | 2019 |
|---|---|---|---|
| Land | | $ 6,573 | $ 6,573 |
| Land improvements | 8–25 years | 28,320 | 27,281 |
| Buildings and improvements | 5–40 years | 260,992 | 251,564 |
| Equipment | 3–20 years | 74,847 | 68,653 |
| | | 370,732 | 354,071 |
| Less accumulated depreciation | | 259,017 | 245,753 |
| | | 111,715 | 108,318 |
| Construction-in-progress | | 4,888 | 3,885 |
| | | $ 116,603 | $ 112,203 |

Depreciation expense was $15,072 and $14,210 in 2020 and 2019, respectively.

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**7. Leases**

As described in Note 2, Devereux adopted ASU 2016-02 effective July 1, 2019. Devereux leases certain property and equipment under operating leases. Leases are classified as either finance or operating based on the underlying terms of the agreement and certain criteria, such as the term of the lease relative to the useful life of the asset and the total lease payments to be made as compared to the fair value of the asset, amongst other criteria. Finance leases result in an accounting treatment similar to acquisition of the asset.

For leases with initial terms greater than a year (or initially greater than one year remaining under the lease at the date of adoption of ASU 2016-02), Devereux records the related right-of-use assets and liabilities at the present value of the lease payments to be paid over the life of the related lease. Devereux's leases may include variable lease payments and renewal options. Variable lease payments are excluded from the amounts used to determine the right-of-use assets and liabilities unless the variable lease payments depend on an index or rate or are in substance fixed payments. Lease payments related to periods subject to renewal options are also excluded from the amounts used to determine the right-of-use assets and liabilities unless Devereux is reasonably certain to exercise the option to extend the lease. The present value of lease payments is calculated by utilizing the discount rate stated in the lease, when readily determinable. For leases for which this rate is not readily available, Devereux uses their incremental borrowing rate, reflective of lease term and underlying asset. Devereux has made an accounting policy election to separate lease components from nonlease components in contracts when determining its lease payments, as permitted by ASU 2016-02. As such, Devereux does not account for the applicable nonlease components together with the related lease components when determining the right-of-use assets and liabilities.

Devereux has made an accounting policy election not to record leases with an initial term of less than a year as right-of-use assets and liabilities.

Operating leases with a present value of approximately $26,471 were recorded as right-of-use liabilities and assets as of July 1, 2019, upon the adoption of ASU 2016-02.

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**7. Leases (continued)**

The following schedule summarizes information related to the lease assets and liabilities as of and for the year ended June 30, 2020:

| | | |
|---|---|---|
| Lease cost for the year ended June 30, 2020: | | |
| Operating lease cost | $ | 10,039 |
| Short-term lease cost | | 337 |
| Total lease cost | $ | 10,376 |
| | | |
| Right-of-use assets and liabilities as of June 30, 2020: | | |
| Right-of-use assets – operating leases | $ | 23,058 |
| Lease liability – operating leases | | 23,389 |
| | | |
| Other information: | | |
| Cash paid for amounts included in the measurement of lease liabilities (year ended June 30, 2020): | | |
| Operating cash flows from operating leases | $ | 10,045 |
| | | |
| Right-of-use assets obtained in exchange for new operating lease liabilities (year ended June 30, 2020) | $ | 4,337 |
| | | |
| Weighted average remaining lease term – operating leases | | 3.31 |
| Weighted average discount rate – operating leases | | 4.18% |

For operating leases, right-of-use assets are recorded in operating lease assets, net and lease liabilities are recorded in operating lease liability, current and noncurrent in the accompanying consolidated balance sheets.

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**7. Leases (continued)**

The following table reconciles the undiscounted lease payments to the lease liabilities recorded on the accompanying consolidated balance sheet at June 30, 2020:

| | Operating Leases |
|---|---|
| 2021 | $ 8,237 |
| 2022 | 5,881 |
| 2023 | 4,002 |
| 2024 | 2,688 |
| 2025 | 1,866 |
| Thereafter | 3,023 |
| Total lease payments | 25,697 |
| Less imputed interest | (2,308) |
| Total lease obligation | 23,389 |
| Less current portion | 8,054 |
| Long-term portion | $ 15,335 |

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## 8. Pledges Receivable and Deferred Gifts

The following is a summary of pledges receivable:

| | June 30 2020 | 2019 |
|---|---|---|
| Pledges receivable and deferred gifts in: | | |
| Less than one year | $ 192 | $ 209 |
| One to five years | 3,439 | 5,515 |
| | 3,631 | 5,724 |
| Less allowance for uncollectible accounts | (180) | (285) |
| Less discount to present value | (261) | (411) |
| Pledges receivable, net | 3,190 | 5,028 |
| Beneficial interest in trusts held by third parties, net | 7,400 | 7,597 |
| Total | $ 10,590 | $ 12,625 |

The present value of the future cash flows of pledges receivable was determined using discount rates approximating 2.0% for 2020 and 2019.

Devereux periodically receives indications of an intention to give from individuals through the settlement of the individuals' estates. The anticipated value of these intended gifts has not been established, nor has it been recognized as an asset on the consolidated balance sheets, unless the gifts are irrevocable.

The beneficial interests in trusts are unconditionally designated for the benefit of Devereux upon the occurrence of some future event. The interests are recorded at fair value as represented by the third-party trustee.

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## 9. Long-Term Debt

| | June 30 2020 | 2019 |
|---|---|---|
| $18,225 tax-exempt Chester County Health and Education Facilities Authority Revenue Bonds, Series of 2016 (the 2016 Pennsylvania Bonds) | **$ 15,105** | $ 16,180 |
| 3.20% to 6.22% mortgages payable monthly through November 2029, secured by the related properties, equipment, or revenue | **5,299** | 5,511 |
| $6,580 tax-exempt Chester County Health and Education Facilities Authority Revenue Bonds, Series of 2011 (the 2011 Pennsylvania Bonds) | **3,056** | 3,467 |
| $8,745 tax-exempt Chester County Health and Education Facilities Authority Revenue Bonds, Series of 2012 (the 2012 Pennsylvania Bonds) | **5,013** | 5,582 |
| $7,054 tax-exempt Colorado Health Facilities Authority Revenue Bonds, Series of 2012 (the 2012 Colorado Bonds) | **1,949** | 2,711 |
| $9,000 taxable borrowing from a bank (the 2013 Loan) | **5,744** | 5,744 |
| $5,000 taxable borrowing from a bank (the 2015 Loan) | **4,325** | 4,463 |
| $20,000 taxable borrowing from a bank (the 2020 Loan) | **19,864** | – |
| Total long-term debt | **60,355** | 43,658 |
| Less current portion | **(4,203)** | (3,546) |
| Less deferred financing costs | **(841)** | (716) |
| Net original issue premium | **1,180** | 1,419 |
| Net long-term debt | **$ 56,491** | $ 40,815 |

In February 2020, Devereux entered into an agreement with a bank to borrow $20,000 in variable-rate debt (the 2020 Loan) to finance certain capital expenditures. The 2020 Loan has a 25-year amortization schedule, but grants the bank an option to put the loan to Devereux after 15 years (2035). Devereux can request up to two extensions of the maturity date by no more than five years per extension. Concurrent with the 2020 Loan, Devereux entered into a 15-year interest rate swap with an original notional amount of $20,000 (current notional amount of $19,864) that effectively fixes the interest rate at 2.884%.

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**9. Long-Term Debt (continued)**

In October 2016, Devereux issued the 2016 Pennsylvania Bonds to refinance previously issued bonds. The 2016 Pennsylvania Bonds were sold at an original issue premium of $2,233, which resulted in an effective interest rate of 2.74% over the life of the bonds. The 2016 Pennsylvania Bonds mature over a 15-year period.

In February 2015, Devereux entered into an agreement with a bank to borrow $5,000 in fixed-rate debt (the 2015 Loan) to finance certain capital expenditures. The 2015 Loan matures over a 25-year period, and the bank has the option to put the loan to Devereux after 10 years (February 12, 2025). The interest rate is currently fixed at 4.214% for ten years, after which it will reset at the then current rate if the bank does not exercise its put option.

In July 2013, Devereux entered into an agreement with a bank to borrow $9,000 in variable-rate debt (the 2013 Loan) that was used to currently refund previously issued bonds and finance certain capital expenditures. The 2013 Loan, as amended, matures over a 15-year period; however, on July 1, 2025, the bank has the option to put the loan to Devereux. Concurrent with the 2013 Loan, Devereux entered into a 15-year interest rate swap with an original notional amount of $8,393 (current notional amount of $5,744) that effectively fixes the interest rate at 5.028%.

The 2012 Pennsylvania Bonds and 2012 Colorado Bonds were issued to refinance previously issued tax-exempt debt. All of the bonds were acquired by a financial institution. The bonds mature over a 15-year period, and the financial institution had an option to put the bonds after 7 years (original date of November 1, 2019). However, at certain advance dates, Devereux can request one-year extensions to the put option date. As a result of approved extensions, the current put option date is November 1, 2022. The 2012 Pennsylvania Bonds and 2012 Colorado Bonds bear interest at a fixed rate, subject to a rate reset after 12 years if the bonds are not called by the financial institution.

The 2011 Pennsylvania Bonds were issued to refinance previously issued tax-exempt debt. All of the bonds were acquired by a financial institution. The 2011 Pennsylvania Bonds bear interest at a variable rate equal to 65.00% of the one-month London Interbank Offered Rate (LIBOR), plus a margin of 1.40%. The rate on the bonds at June 30, 2020 was 1.505%. The bonds mature over a 15½-year period, and the financial institution had an option to put the bonds after 7 years (original date of December 15, 2018). However, at certain advance dates, Devereux can request one-year extensions to the put option date. As a result of approved extensions, the current put option date is December 15, 2021.

DocuSign Envelope ID: 13FBFBF3-3B3D-4678-BF20-2B343ACDC563



**9. Long-Term Debt (continued)**

Devereux entered into a financing agreement (the Loan Agreement) with a bank providing up to an aggregate amount of $2,000. The loans are for the purpose of acquiring and renovating real property at various locations in the states of Pennsylvania and New Jersey, to be used as group homes for intellectually and developmentally disabled individuals. Each advance under the Loan Agreement is considered a separate term loan and the maximum amount that can be advanced is 85% of the fair market value of the property acquired. The loans have a term of ten years, with principal paid in monthly installments based on a 25-year amortization period, and bear interest at the Federal Home Loan Bank (FHLB) rate plus a margin of 2.25%. The interest rate is reset after 5 years to the then current FHLB rate plus a margin of 2.25%. The loans are secured by first mortgage liens on the properties financed. At June 30, 2020, a total of $410 was outstanding on remaining loans, and is included within mortgages payable.

All of the tax-exempt bonds and the 2013, 2015, and 2020 Loans were issued under a Master Trust Indenture (MTI) for which Devereux, HD Foundation, and DCW represent the obligated group and were issued to advance refund or refinance previously issued tax-exempt bonds and other debt; to finance certain capital expenditures; and to fund required debt service and reserve funds. They are secured by an interest in gross revenues, as defined. Agreements related to the Revolving Credit Agreement (see Note 10) and the debt issued under the MTI contain financial covenants requiring Devereux to maintain debt service coverage and liquidity ratios. All such ratio covenants were complied with as of and for the years ended June 30, 2020 and 2019.

Original issue premiums or discounts on bonds are amortized using the interest method over the term of the related debt.

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**9. Long-Term Debt (continued)**

Other information relating to each of the bonds, all of which have serial and term components, is as follows:

| | 2020 Loan | 2016 Pennsylvania Bonds | 2015 Loan |
|---|---|---|---|
| Scheduled principal payments | Quarterly | November 1 | Monthly |
| Year of final maturity (if not put) | 2045 | 2031 | 2040 |
| Range of principal and/or sinking fund payments | $136 to $207 | $100 to $1,735 | $144 to $308 |
| Interest payment dates | Monthly | May 1 and November 1 | Monthly |
| Range of interest rates | 2.884% | 3.00% to 5.00% | 4.214% |

| | 2013 Loan | 2012 Pennsylvania Bonds | 2012 Colorado Bonds |
|---|---|---|---|
| Scheduled principal payments | July 1 | November 1 | November 1 |
| Year of final maturity (if not put) | 2028 | 2027 | 2027 |
| Range of principal and/or sinking fund payments | $521 to $769 | $580 to $675 | $167 to $314 |
| Interest payment dates | Monthly | May 1 and November 1 | May 1 and November 1 |
| Range of coupon interest rates | 5.028% | 2.15% | 2.28% |

| | 2011 Pennsylvania Bonds |
|---|---|
| Scheduled principal payments | May 1 |
| Year of final maturity (if not put) | 2027 |
| Range of principal and/or sinking fund payments | $418 to $454 |
| Interest payment dates | May 1 and November 1 |
| Range of coupon interest rates | variable |

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**9. Long-Term Debt (continued)**

Scheduled maturities of all long-term debt for the next five years and thereafter ending June 30 are as follows:

| | |
|---|---|
| 2021 | $ 4,203 |
| 2022 | 6,586 |
| 2023 | 4,583 |
| 2024 | 4,102 |
| 2025 | 5,017 |
| Thereafter | 35,864 |

Interest paid on all indebtedness amounted to $2,188 and $2,278 in 2020 and 2019, respectively.

**10. Line of Credit**

Devereux has a bank Revolving Credit Agreement (Revolver) with a maximum borrowing limit of $39,000, which is available for working capital and letters of credit. The Revolver expires November 30, 2020, although management expects to extend the Revolver beyond that date. The Revolver is secured by a parity lien on gross revenues as defined under the MTI (see Note 9). Interest on working capital loans accrues at the one-month LIBOR plus an applicable margin of 1.00%. At June 30, 2020 and 2019, no working capital loans were outstanding. At June 30, 2020, letters of credit aggregating $8,050 were used to secure deductibles under insurance policies (see Note 15). Fees on outstanding letters of credit accrue at 1.00% at June 30, 2020 and 2019. A commitment fee of 0.15% is paid on unused Revolver amounts.

**11. Obligation to Provide Future Services and the Use of Facilities to Continuing Care Clients**

Devereux is contractually obligated to provide care for life to certain clients. The obligation, which recognizes the future costs to be incurred under these continuing care contracts, was computed using the following assumptions: annual cost of care based on actual operating costs, life expectancy, an inflation factor of 5.00% and 4.75% of the average annual operating cost for 2020 and 2019, respectively, a discount rate of 5.50% and 5.75% for 2020 and 2019, respectively, and a reduction for any supplemental payments, including social security which is assumed to increase 2.00% and 3.00% annually, received on behalf of the clients for 2020 and 2019, respectively.

DocuSign Envelope ID: 13FBFBF3-3B3D-4678-BF20-2B343ACDC563



**11. Obligation to Provide Future Services and the Use of Facilities to Continuing Care Clients (continued)**

As of June 30, 2020, there were 14 individuals covered by continuing care contracts.

Devereux also recognizes the present value of certain arrangements with several continuing care residents under which Devereux is the beneficiary of the assets of trusts established on behalf of the residents.

The present value of the components of the obligation follows:

| | June 30 2020 | 2019 |
|---|---|---|
| Gross liability | $ 14,676 | $ 14,771 |
| Social Security and other benefits | (8,337) | (7,863) |
| Future trust interests | (815) | (784) |
| | $ 5,524 | $ 6,124 |

**12. Retirement Plan**

Devereux has a defined contribution retirement plan covering all eligible employees under which the Teachers Insurance and Annuity Association (TIAA) serves as Trustee. All employees are eligible to make tax deferred contributions immediately after hire. To be eligible for an employer contribution, an employee hired before January 1, 2019 must have completed two years of service, work a minimum of 1,000 hours annually, and be actively employed at the end of the plan year (December 31). Employer contributions to the plan for this group are generally based on 5% of the employee's compensation, plus a match of employee contributions up to 2% of compensation, and are made annually each January. Employees hired on or after January 1, 2019, upon meeting the plan's eligibility requirements, receive employer contributions equal to 3% of the employee's compensation upon completion of one of service. Matching contributions for this group are discretionary. Contributions are credited to individual annuity contracts owned by each participant and are charged to expense when earned. Contribution expense was $9,444 and $8,990 in 2020 and 2019, respectively.

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## 13. Net Assets with Donor Restrictions

Net assets with donor restrictions are as follows:

| | June 30 2020 | 2019 |
|---|---|---|
| Purchase of property and equipment | $ 699 | $ 701 |
| Behavioral health care and education services | 4,978 | 4,995 |
| Research | 1,341 | 1,445 |
| Other | 2,365 | 2,307 |
| Pledges receivable and deferred gifts | 10,590 | 12,625 |
| Permanent endowments – to be maintained in perpetuity | 6,453 | 6,672 |
| | $ 26,426 | $ 28,745 |

During 2020 and 2019, $3,642 and $1,474, respectively, of net assets with donor restrictions were released from restrictions for operations, of which $2,099 and $249, respectively, related to the collection of previous pledges which did not include a purpose restriction. These amounts are classified as a component of gifts and bequests without restrictions on the consolidated statements of operations and changes in net assets.

Activity in Devereux's permanent endowments is as follows:

| | June 30 2020 | 2019 |
|---|---|---|
| Endowment balance at beginning of year | $ 6,672 | $ 6,888 |
| Investment income return: | | |
| Investment income | 131 | 105 |
| Realized and unrealized gains | 22 | 110 |
| Total investment income return | 153 | 215 |
| Contributions | 1 | 2 |
| Appropriation of endowment assets for intended purpose | (373) | (433) |
| Endowment balance at end of year | $ 6,453 | $ 6,672 |

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## 14. Functional Expenses

Devereux and its members' primary mission is to provide behavioral health care, education, and child welfare services to its clients. Expenses related to providing these services included on the consolidated statements of operations and changes in net assets are as follows:

| | Program Services | General and Administrative | Fundraising | Total |
|---|---|---|---|---|
| **Year ended June 30, 2020** | | | | |
| Salaries and wages | $ 275,753 | $ 44,077 | $ 1,234 | $ 321,064 |
| Employee benefits | 63,458 | 10,824 | 247 | 74,529 |
| Food | 7,850 | 293 | 6 | 8,149 |
| Purchased services | 35,147 | 3,046 | 83 | 38,276 |
| Supplies | 9,797 | 760 | 90 | 10,647 |
| Plant operation and maintenance | 24,502 | 4,157 | 130 | 28,789 |
| Depreciation and amortization | 13,160 | 1,987 | 5 | 15,152 |
| Interest | 2,241 | – | 7 | 2,248 |
| Insurance | 17,961 | 286 | – | 18,247 |
| Other | 9,600 | 792 | 123 | 10,515 |
| | $ 459,469 | $ 66,222 | $ 1,925 | $ 527,616 |
| **Year ended June 30, 2019** | | | | |
| Salaries and wages | $ 247,052 | $ 42,279 | $ 1,124 | $ 290,455 |
| Employee benefits | 67,184 | 10,832 | 260 | 78,276 |
| Food | 7,605 | 271 | 8 | 7,884 |
| Purchased services | 36,088 | 2,949 | 283 | 39,320 |
| Supplies | 7,517 | 334 | 2 | 7,853 |
| Plant operation and maintenance | 23,361 | 3,827 | 132 | 27,320 |
| Depreciation and amortization | 12,356 | 1,923 | 7 | 14,286 |
| Interest | 2,245 | – | 9 | 2,254 |
| Insurance | 11,330 | 258 | – | 11,588 |
| Other | 10,472 | 849 | 144 | 11,465 |
| | $ 425,210 | $ 63,522 | $ 1,969 | $ 490,701 |

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## 15. Commitments and Contingencies

### Workers' Compensation

Devereux maintained workers' compensation insurance with a per-claim deductible of $750 for 2020 and 2019. Due to this level of retention, Devereux maintains $834 of cash on deposit with its insurers for the payment of future claims, which is included in operating fund investments on the consolidated balance sheets. Additionally, Devereux was required to post letters of credit of $8,050 and $10,000 as collateral for its obligations as of June 30, 2020 and 2019, respectively (see Note 10). Subsequent to June 30, 2020, Devereux was required to increase the amount posted under letters of credit to $17,383. Based upon historical loss experience, management determined that a $9,481 and $10,559 liability for the estimated retention and costs of claims not settled as of June 30, 2020 and 2019, respectively, be recorded as a component of reserves under insurance programs and other liabilities on the consolidated balance sheets.

### Professional and General Liability

Devereux is insured under a claims-made policy for professional liability and an occurrence policy for general liability. Devereux retained $6,000 and $8,000 for 2020 and 2019, respectively, in aggregate deductibles ($2,000 and $4,000 for 2020 and 2019, respectively, for any individual claims) related to the combination of professional and general liability coverage. Due to this level of retention, Devereux is required to post $7,000 of aggregate collateral, which was met with an insurance trust holding U.S. government and agency and corporate bonds valued at $10,078 as of June 30, 2020. Based upon historical loss experience, management determined that a $30,342 and $20,634 liability for the estimated retention and cost of claims and incidents not settled and claims incurred but not reported as of June 30, 2020 and 2019, respectively, be recorded as a component of reserves under insurance programs and other liabilities on the consolidated balance sheets. Devereux plans to continue to obtain adequate professional and general liability insurance. For the year ended June 30, 2020, a charge of $9,332 was recorded related to claims originating in prior fiscal years.

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**15. Commitments and Contingencies (continued)**

**Litigation**

Litigation pending against Devereux includes certain claims arising in the normal course of their activities. Based on the information presently available to Devereux, management believes that the probable recoveries and estimated costs and expenses of defense of on-going litigation, after application of any available insurance coverage, will not have a material adverse effect on Devereux's operations or financial condition.

**COVID-19 Impact**

Due to the global viral outbreak caused by Coronavirus Disease 2019 (COVID-19) in 2020, there have been resulting effects which could negatively impact Devereux's financial condition as the broader economic impact of COVID-19 develops, including significant stock market exchange volatility, business closures and impacts to local governmental budgets. The ultimate impact of these matters to Devereux and their financial condition is presently unknown. The accompanying consolidated financial statements do not reflect the effects of COVID-19 which may occur subsequent to June 30, 2020.

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Devereux
ADVANCED BEHAVIORAL HEALTH

## Board of Trustees

## Board Composition

| Board Member | Race* | Gender | Disability | Date Term Expires |
|---|---|---|---|---|
| Christopher Butler, Chair | W | M | No | Nov 2021 |
| Francis "Skip" Genuardi<br>Vice-Chair | W | M | No | Nov 2020 |
| Carl Clark II<br>President & CEO | W | M | No | Nov 2020 |
| Ramin Arani | W | M | No | Nov 2020 |
| Clarence Armbrister | B | M | No | Nov 2022 |
| Tami Benton M.D. | B | F | No | Nov 2021 |
| Robert Ellis, Esq | B | M | No | Nov 2022 |
| Elva Ferrari-Graham | W | F | No | Nov 2022 |
| John Gustafsson | W | M | No | Nov 2022 |
| Elizabeth Hirsch | W | F | No | Nov 2022 |
| Lisa McCann | W | F | No | Nov 2020 |
| Shaye Allison Schloss | W | F | No | Nov 2021 |
| James H. Schwab | W | M | No | Nov 2020 |
| Jane Taylor | W | F | No | Nov 2020 |
| K. Lisa Yang | A | F | No | Nov 2020 |

*** Race Code**

**B=Black, H=Hispanic, W=White, NA=Native American, A/PI=Asian/Pacific Islander**

*6/29/2021*

*Kerry Ann Goldsmith, M.A., LMHC*

## Experience

January 2018 – *Present* — Devereux Advanced Behavioral Health, Massachusetts & Rhode Island
**Executive Director**

July 2008 – January 2018 **Assistant Executive Director**
Management of operations for a 36 million dollar non profit agency with 460 FTEs. Primary focus on ensuring high quality, integrated, evidence based practices. Provides oversight to Quality Improvement initiatives and licensing and accreditation processes. Works collaboratively with Devereux's corporate office to ensure alignment with national Strategic Plan.

March 1998 – June 2008 — Stetson School, Barre, Massachusetts
**Program Director**
Responsible for overall administrative, clinical, education, nursing, and programming components of a 111-bed intensive special education and residential treatment program for sexually reactive and abusive youth. Participated in a five year strategic plan that supported significant service growth (46 beds to 111 beds).
**Unit Director**
Responsible for the overall administrative functions of the unit teams, including planning, organizing, coordinating and monitoring all aspects of service delivery.
**Clinician**
Provide individual, group, and family therapy to adolescent males with sexually abusive behaviors in a residential setting. Conduct assessments and develop and implement individualized treatment plans. Participate in staff training and program development.

June 1992 - April 1998 — Community Healthlink, Inc., Worcester, Massachusetts
**Program Director/Director of Client Advocacy**
Oversight of clinical supervision for Program Coordinators. Develop and implement adult dual diagnosis (mental illness/substance abuse) services for the Residential and Rehabilitation Services Division. Coordinate divisional Human Rights programming, assess and implement consumer empowerment programming and activities. Conduct Human Right violation investigations and review complaints and grievances.
**Program Coordinator**
Promoted from a residential counselor. Responsible for administrative and programmatic components of three DMH and DPH funded programs for adults with dual diagnosis. Responsible for DMH and DPH licensing. *Worcester Residential Assistance Program (WRAP)* – a thirty five individual apartment program for clients who were previously homeless and diagnosed with a major mental illness and substance abuse disorder.

*Respite Program* – a short-term three-bed DMH respite program for adults who where dually diagnosed. Direct referrals from University of Massachusetts' Emergency Mental Health (EMH) and DMH.
*Supportive Housing Program* – a twelve apartment supported housing program for adults who where dually diagnosed.

April 1997 - Massachusetts Society for the Prevention of Cruelty to Children (MSPCC), Worcester, Massachusetts
**Clinician**
Provide individual and family therapy to children, adolescents, and families with specific focus on children in foster homes.

May 1995 - June 1996 McLean Hospital, Belmont, Massachusetts
**Clinical Intern**
Conduct testing, develop and implement treatment and behavior modification plans, provide individual play therapy and family therapy for four and five year olds in Head Start Programs. Conduct in –home assessments. Provide consultation to teachers and facilitated parent groups.

## Professional Board Affiliations

**Massachusetts Association for Approved Private Schools (Maaps)**
Board Member – 2017 - current
Government Affairs Committee 2012 - 2014
Outcome Study Committee 2011 - 2012
Program Committee Member 2006 - 2012
Executive Professional Development Group – *current*

**Association of Children's Residential Centers (ACRC)**
Executive Committee 2014 – current
Board Member 2012- *present*
Board Advisor 2011 – 2012
Program Committee Member 2010 – *present*
Co-Chair 2012-2014
Chair 2014 - 2016

**Harvard Business Review**
Advisory Council Member 2010 - *present*

**Wachusett Area Chamber of Commerce, Inc.**
Executive Committee, 2015 – *present*
Board Member 2012 – *present*
Membership Committee Member 2011- *present*

## Licensure

2000 Licensed Mental Health Counselor # 4661

## Education

1996 M.A. in Counseling Psychology
Assumption College
Worcester, Massachusetts

1993 B.S. in Psychology
Worcester State University
Worcester, Massachusetts

# NADYIA ABBAS

## SUMMARY OF QUALIFICATIONS

- Experienced in providing academic instruction to graduate and undergraduate college students
- National speaker on Substance Use and Mental Health Disorders
- Co-writer of Devereux's National Best Practice Guidelines for Assessing and Treating Substance Use Disorders
- Clinically skilled in Trauma Informed Care, Motivational Interviewing, Applied Behavioral Analysis, Cognitive Behavioral Therapy, Solution Focused Therapy, Strategic Family Therapy, Collaborative Problem Solving, Harm Reduction, Relapse Prevention, and Crisis Intervention
- Extensive experience in licensing regulation implementation, agency accreditation, RFR writing, new contract implementation, strategic planning, and quality improvement
- Skilled in administrative responsibilities: program development and implementation, supervision of multidisciplinary staff, marketing, and finance.
- Ability to deal with clients, families, students, co-workers, supervisees, and outside agencies with care and diplomacy
- Multilingual; English, Russian, and conversational Japanese

## LICENSURE

Licensed Alcohol and Drug Counselor, Level I (LADC-I), Issued in 2007 LIC # 2153
Licensed Mental Health Counselor, Issued in 2009 LIC # 7046

## EDUCATION

FITCHBURG STATE COLLEGE, Fitchburg, MA
Applied Behavioral Analysis, Three Course Series, December 2009

FITCHBURG STATE COLLEGE, Fitchburg, MA
Certificate of Advanced Graduate Studies, May 2007
Dissertation Topic: Identifying the elements that move families into greater involvement in residential settings.

ANNA MARIA COLLEGE, Paxton, MA
Masters of Arts, Counseling Psychology, May 2004

TOKYO LANGUAGE ARTS COLLEGE, Tokyo, Japan
Teaching English as a Foreign Language Certificate, May 2000

YORK UNIVERSITY, Toronto, Canada
Bachelor of Arts, Specialized Honors in Psychology, May 1999

## PRESENTATIONS CONDUCTED

*Understanding and Treating Addicted Youth.* Child Welfare League of America, Los Angeles CA, August 2016

*Working with Addicted Youth: What every provider needs to know!* West Coast Symposium on Addictive Disorders, La Quinta CA, May 2013

*Working with Addicted Youth; as if it's not complicated already!* American Association of Children's Residential Centers, New York, NY, April 2013

*Controversies in Treating Adolescents with Substance Abuse: Changing Brain, Harm Reduction, and Comprehensive Searches*, West Coast Symposium on Addictive Disorders, La Quinta CA, May 2012

*Psychology of Gangs*, Therapeutic Foster Home Centers, Holden MA, May 2012

*Substance Use in Adolescents*, Massachusetts Association of Approved Private Schools Annual Symposium, Worcester MA, May 2009

*Co-occurring Disorders (Mental Health & Substance Abuse) in Adolescents*, National Association of Social Workers Annual Conference, Framingham MA, March 2009

*Co-occurring Disorders (Mental Health & Substance Abuse) in Adolescents*, Legacy of Caring Conference, Rutland MA, May 2008

## PROFESSIONAL EXPERIENCE

DEVEREUX ADVANCED BEHAVIORAL HEALTH, Rutland, MA 2018 – present
Assistant Executive Director
Provide leadership, management and vision necessary to ensure that the center has the proper operational controls, administrative and reporting procedures, and people systems in place to effectively grow the organization. Ensure financial strength and enhance quality of treatment.

FITCHBURG STATE UNIVERSITY, Fitchburg MA 2016 – present
Adjunct Faculty
Provide academic instruction to graduate students in the field of Addiction Counseling. Develop program curriculum that incorporates current/relevant research and evidence based practice.

DEVEREUX ADVANCED BEHAVIORAL HEALTH, Rutland, MA 2016 – 2017
Community Administrator
Provided administrative leadership and oversight to Devereux's Community Division, which included 1:2, 1:3, 1:4 Group Homes and Adult Services. In addition to many duties listed under 'Senior Program Director', current role required active participation at Department of Children and Families Provider Meetings, Department of Developmental Disabilities Autism Workgroup, and previously co-chair in Children's League of Massachusetts Provider Meetings.

DEVEREUX FOUNDATION, Rutland, MA 2006 – 2016

***Senior* Program Director (Denotation of Senior was added to title in 2013)***

Provide leadership to residential and group home programs:

- Integrated Treatment Program (adolescent males with co-occurring mental health and substance use disorders), West Meadow Program (ABA program for adolescent males on the Autistic Spectrum), Girls Program (DBT program for adolescent females), and Boys Program (T-CBT program for adolescent males with Intellectual Developmental Disabilities and Trauma).
- Responsibility of program oversight increased each year: 2006 -18 beds; 2007 – 34 beds; 2008 – 40 beds; 2009 – 56 beds; 2010 – 74 beds; 2011 – 80 beds; 2013 – 96 beds.
- Expanded the Integrated Treatment Program by opening a group home in 2008. Expanded the West Meadow Program by opening a group home in 2010. Opened a Summer Camp Program (West Meadow Woods Camp) for children on the Autistic Spectrum in 2010. In 2012 responded to the Caring Together RFR where the agency was awarded the contracts for three additional group homes (1:2, 1:3, 1:4); which were developed and opened in 2013. In 2014 participated in the acquisition of three additional group home contracts and opened up a new Support and Stabilization program.

Develop and manage multi-million dollar budgets and participate in the development and implementation of program specific marketing plans. Active member of Devereux's Leadership Team, Senior Treatment Team, Quality Monitoring Team, Restraint Elimination Team and Strategic Planning Team. Developed and implemented program models, based on best practice guidelines. In 2007 acquired the Department of Public Health License for the Integrated Treatment Program. Actively involved in acquiring and maintaining COA accreditation for Devereux.

BECKER COLLEGE, Worcester MA 2011 – present

**Adjunct Faculty**

Provide academic instruction to undergraduate students in the field of Addiction Counseling, Forensic Psychology, and Sociology. Develop program curriculum that incorporates recent and relevant research and evidence based practice.

DEVEREUX FOUNDATION, Rutland, MA 2003 – 2006

***Clinician***

Provided individual, family, and group therapy to children and adolescents with psychiatric, neurological, substance abuse, and behavioral issues. Developed and implemented an Undergraduate Internship Program at Devereux. Provided supervision and guidance to graduate and undergraduate clinical internship students. Received:

Innovations in Family Work Award in June 2004
Culture of Caring Award in December 2005
Innovations in Family Work Award in June 2006

DEVEREUX FOUNDATION, Rutland, MA 2002 – 2003

***Direct Care Counselor***

Provided direct care support to adolescents with mental health/behavioral problems. Developed, organized, and carried out therapeutic activities and psycho-educational groups.

MINISTRY OF FOREING AFFAIRS, Sendai, Japan 1999 – 2001

***Junior High School Teacher***

Taught English to junior high school students in a classroom setting. Developed and carried out lesson plans, seminars, and meetings. Coached two English Speech Contest Participants to achieve National and Municipal Gold Medals.

## INTERESTS AND ACTIVITIES

Scuba diving, hiking, reading, cooking, working out and traveling: have lived and traveled throughout Europe, UK, Russia, Asia, Middle East, Central America, Africa, Canada, and US.

# ASHLEY L. WARHOL, PSY.D.

MA Licensed Psychologist #10302

## EDUCATION

Illinois School of Professional Psychology
Argosy University Chicago
Doctoral Program in Clinical Psychology – Child and Adolescent Track
APA Accredited Program
Doctor of Psychology – awarded November 2013
Dissertation Title: *Depression and Anxiety in Typically-Developing Siblings of Children with High-Functioning Autism Spectrum Disorders*

Illinois School of Professional Psychology
Argosy University Chicago
M.A. Clinical Psychology – awarded May 2011
APA Accredited Program

Canisius College
B.A. Psychology, Clinical/Counseling Minor, May 2007, Canisius College, Buffalo, NY

## CLINICAL EXPERIENCE

**Director of Clinical Services and Internship Training,** *Devereux Advanced Behavioral Health – Massachusetts & Rhode Island*, an agency providing residential, group home, therapeutic day school, and therapeutic foster care services to children, adolescents, and adults with emotional, developmental, and behavioral needs, November 2016 – Present.

- Responsible for oversight and coordination of the APPIC Psychology Doctoral Internship training program, practicum training program for Masters level clinicians, and post-doctoral training. Also responsible for pursuing APA accreditation through completion of the APA self-study.
- Responsible for development, program evaluation, and implementation oversight of evidence-based clinical program models and behavioral health services.
- Oversight of clinical risk management, treatment plan compliance with state and agency standards, and quality management/improvement of client records.
- Collaboration with state and private agencies, as well as Devereux's national organization, on service needs and resources in determining areas for service growth.

- Oversight of internal and external audits and utilization reviews of medical records associated with CoA, Massachusetts DCF Caring Together initiatives, and Rhode Island Department of Children, Youth, and Families services.
- Monitoring of clinical department budget within the larger agency approved budgets.
- Provide supervision, direction, and clinical consultation to Clinical Program Supervisors and clinicians.
- Serve as hiring manager for the clinical department.
- Responsible for coordinating and leading Clinical Staff Meeting twice per month for approximately 25 clinical staff members.
- Member of campus-wide administrative and leadership teams, serving as an administrator on call and participation in strategic planning initiatives.
- Provide training for staff on various topics related to mental and behavioral health. Also provide specialized clinical training for all newly hired clinical staff.
- Completion of comprehensive psychological assessments as needed.

**Assistant Clinical Director and Director of Internship Training,** *Devereux Advanced Behavioral Health – Massachusetts & Rhode Island*, an agency providing residential, group home, therapeutic day school, and therapeutic foster care services to children, adolescents, and adults with emotional, developmental, and behavioral needs, February 2015 – November 2016.

- Responsible for oversight and coordination of Doctoral internship training program, including correspondence with university training departments, facilitating required seminars, providing individual supervision and consultation, and maintaining APPIC internship standing. Also responsible for pursuing APA accreditation through completion of the APA self-study.
- Responsible for oversight and expansion of the practicum/internship training program for Masters level clinicians.
- Participation in internal and external audits and utilization reviews of medical records associated with CoA, Massachusetts DCF Caring Together initiatives, and Rhode Island Department of Children, Youth, and Families services.
- Responsible for stabilization of campus-based and off campus group home clinical services, as well as standardization of clinical services (approximately 20 total residential and group home units serving over 160 youth and young adults).
- Provide supervision, direction, and clinical consultation to Clinical Program Supervisors and clinicians.
- Responsible for coordinating and leading Clinical Staff Meeting twice per month for approximately 25 clinical staff members.
- Member of campus-wide administrative and leadership teams, serving as an administrator on call and participation in strategic planning initiatives.
- Provide training for all staff during orientation period on various topics related to mental and behavioral health. Also provide specialized clinical training for all newly hired clinical staff.
- Provide consultation and training to clinicians and milieu teams on working with LGBT youth.

- Completion of comprehensive psychological assessments and provision of therapeutic intervention with clinical cases as needed.

**Doctoral Clinician; Co-Coordinator of Internship Training and Diagnostic Assessment Services,** *Devereux Foundation – Massachusetts,* a residential treatment facility and therapeutic day school program providing highly individualized, strength-based treatment and education to children and adolescents age 9 to 21 with emotional and behavioral needs, August 2013 – January 2015.

- Responsible for coordination of Pre-Doctoral internship training program and supervision of two Pre-Doctoral interns, including correspondence with university training departments, facilitating required seminars, providing individual supervision and consultation, and maintaining APPIC internship standing.
- Responsible for coordination of diagnostic assessment services, including receipt of referrals, assignment of assessment cases to diagnostic clinicians, and coordination of feedback meetings with outside agencies. Also provide consultation related to assessment to clinicians, teach new assessment measures to the clinical team, and conduct comprehensive and triennial evaluations.
- Responsible for the clinical care and treatment of adolescent females currently residing in a residential treatment facility who present with a variety of difficulties, including trauma, mood disorders, anxiety, anger management, autism spectrum disorders, post-traumatic stress disorder, bipolar disorder, oppositional defiant disorder, psychosis, self-injurious behavior, suicidal tendencies, and personality disorders.
- Provide trauma informed care, as well as Dialectical Behavior Therapy (DBT) treatment in individual, group, and family therapy settings.
- Consultation to milieu staff on implementation of DBT program model within two residential units.
- Work as part of a team with other clinicians, residential staff, nurses, psychiatrists, and education professionals to ensure needs of all students are met.
- Provide training for all staff during orientation period on boundaries and working with traumatized students.
- Participate in the Devereux National LGBT Workgroup focused on implementing best practices for working with LGBT youth and development of agency protocols across all Devereux campuses.
- Provide consultation and training to clinicians and milieu teams on working with LGBT youth.
- Participate in interviewing potential candidates for clinical positions.

**Pre-doctoral Intern,** *Devereux Foundation – Massachusetts,* a residential treatment facility and therapeutic day school program providing highly individualized, strength-based treatment and education to children and adolescents age 9 to 21 with special emotional and behavioral needs, August 2012 – August 2013.

- Provide individual therapy in accordance with each student's needs and developed treatment plans, including utilization of Dialectical Behavior Therapy interventions,

Trauma Focused Cognitive Behavior Therapy interventions, Applied Behavior Analysis, and Psychodynamic treatment approaches.

- Co-facilitate weekly therapy groups, including Dialectical Behavior Therapy skills development groups with adolescent girls ages 13 to 21 and Relapse Prevention groups for substance using adolescent girls.
- Provide weekly family therapy sessions aimed at skill expansion for parents and children within the family context to enhance the development of a stable home environment with reunification of the family as the primary goal of systems work.
- Provide crisis intervention with children and adolescents including development of safety planning, coordinating community resources for hospitalization screening, and conducting daily risk assessments in areas of suicidal/homicidal ideation, self-harm, and elopement behaviors.
- Conduct psychological assessments on individuals for diagnostic clarification and treatment planning, including cognitive, achievement, social/emotional, adaptive behavior, and basic neuropsychological measures.
- Provide consultation to school and milieu staff, work collaboratively with the agency psychiatrist, and provide consultation to community agency representatives including those from the Department of Children and Family, school systems, attorneys, and outpatient therapists.
- Responsible for leading and participating in formal case presentations, treatment review meetings, and individual education plan meetings with members of a multidisciplinary team including psychologists, administrative staff, community resource representatives, and other members of the treatment team.
- Participation in Dialectical Behavior Therapy seminar, Dialectical Behavior Therapy consultation group, Assessment seminar, Clinical Issues seminar, and Applied Behavior Analysis consultation group.
- Exposure and training on the Autism Diagnostic Observation Schedule (ADOS) and the Walking the Middle Path Dialectical Behavior Therapy Family Treatment Model.
- Primary placement in the Adolescent Girls DBT Program, serving adolescent females age 13 to 21 with a history of trauma and comorbid emotional and/or behavioral challenges, including mood disorders, anxiety, anger management, autism spectrum disorders, post-traumatic stress disorder, bipolar disorder, oppositional defiant disorder, psychosis, self-injurious behavior, suicidal tendencies, and personality disorder characteristics. Additional minor experience treating child and adolescent males with autism spectrum disorders with histories of trauma.

**Advanced Therapy Practicum Student**, *Bridgeview/Challenger Day School*, a private therapeutic day school providing therapy, assessment, and academic services to youth 7 to 21 years of age exhibiting emotional and learning disabilities, other health impairments, and autism, August 2011 – July 2012.

- Provide weekly individual therapy in accordance with each student's needs to help students achieve their optimal functioning by utilizing healthy and adaptive strategies to overcome emotional, neurological, and organic limitations to facilitate successful educational experiences and independent living.

- Facilitate weekly group therapy, including process and interactive groups, to provide students with an opportunity to develop both the problem solving and the social skills needed for interpersonal success at school, home and the community.
- Provide weekly family therapy sessions to offer emotional support and skill development to parents to enhance the development of a stable home environment and provide consistency between school and home.
- Engage in crisis intervention with children and adolescents, and provide support for their parents/guardians.
- Experience working with children and adolescents with a variety of emotional and/or behavioral challenges, including mood disorders, anxiety, anger management, autism spectrum disorders, bipolar disorder, psychosis, self-injurious behavior, and personality disorder characteristics.

**Therapy Practicum Student,** *Connection's Day School,* a private therapeutic day school providing therapy, assessment, and academic services to youth 8 to 21 years of age who have been identified as having emotional and/or behavioral challenges as a primary disability, August 2010 – July 2011.

- Provide individual, group and family therapy, and crisis intervention to children, adolescents, and their parents/guardians.
- Experience working with children and adolescents with a variety of emotional and/or behavioral challenges, including mood disorders, anxiety, anger management, bipolar disorder, psychosis, and personality disorder characteristics.
- Co-leader for specialty therapy groups including music therapy, art therapy, drug and alcohol education, and personal management.
- Experience with writing Individual Education Plans, Functional Behavior Assessments, and Intervention Plans for individual clients.

**Diagnostic Practicum Student,** *Mental Health and Deafness Resources/Maryville Scott Nolan Center,* an acute hospital providing inpatient services to deaf, hard-of-hearing, and hearing youth 5 to 21 years of age with a variety of mental illness, September 2009 – June 2010.

- Conduct assessments in the intellectual, emotional, and behavioral realms for purposes of diagnostic clarification.
- Score, interpret, and integrate test data to provide comprehensive full psychological evaluation reports.
- Responsible for diagnosing clients and providing recommendations for treatment to other mental health service providers.
- Engage in milieu therapy with patients on the hospital unit.

## RELATED WORK EXPERIENCE

**Research-Clinician**, *The Connections Program*, a specialized program for children with Asperger's and High Functioning Autism Spectrum Disorders, Marcus L. Thomeer, Ph. D., & Christopher Lopata, Psy. D, Institute for Autism Research, Canisius College, Buffalo New York, June 2006 – August 2006; June 2007 – August 2007; June 2008 – August 2008; June 2009 – August 2009; and June 2010 – August 2010.

- Tested on knowledge of operational definitions and program implementation prior to the program, and trained on proper implementation techniques for the combined behavior therapy and social skills program.
- Provided intensive clinical treatment for children ages six to thirteen diagnosed with Asperger's Disorder and other high functioning Autism spectrum disorders.
- Responsible for facilitating social skills groups, instituting an intensive response-cost structured behavioral program, data collection, and leading cooperative and therapeutic groups.
- Implemented active treatment components including instruction in social skills, interpretation of non-literal language and the multiple meanings of language, face-emotion recognition (using the *Mind Reading* computer program), interest expansion, and an individual daily note.
- Completed pre- and posttest protocols for child participants including the BASC-2, GARS, ASDS, and Social Skills Checklist.
- Served as team lead and was responsible for managing team activities/treatment and meeting with parents daily to update them on their children's progress.

**Child Care Specialist II**, *The Children's Home*, a residential care facility that provides both long- and short-term services to youth 8 to 21 years of age who have experienced abuse, neglect, violence, abandonment, and/or are in need of supervised care, December 2007 – May 2008.

- Implemented activities and monitored resident behavior.
- Followed each resident's treatment plan to ensure that the therapeutic needs of all residents were met.
- Executed individualized programs to ensure that each resident received home-like therapeutic, educational and personal care.
- Performed emergency / crisis prevention and intervention procedures.

**Home-based Instructor**, *Trellis Services, Inc.*, an agency providing autism waiver services and behavioral and developmental consultation for all developmental disorders, September 2007 – May 2008.

- Provided in-home Applied Verbal Behavior treatment to children with Autism.
- Facilitated activities to create an engaging learning environment.

**Recreational Counselor**, *Kyle Reid Challenger League*, a specialized athletics league for children with various physical and developmental disabilities, including children with High

Functioning Autism Spectrum Disorders, Asperger's, and children with other comorbid psychiatric symptoms, June 2002-August 2007.

- Facilitated and participated in athletic and other cooperative activities among program participants.
- Reinforced positive behaviors and corrected negative behaviors during participant activities.

## RESEARCH EXPERIENCE

**Research Assistant,** *Autism Spectrum Disorders Research Consortium: Connections Research Team*, State University of New York at Buffalo, Martin Volker, Ph.D. & Christopher Lopata, PsyD, September 2006-August 2007.

- Trained to administer the Wisconsin Card Sort Test, the Diagnostic Analysis of Nonverbal Accuracy, Children's Depression Inventory, Self Perception Profile for Children, Multidimensional Anxiety Scale for Children, and the Behavior Assessment System for Children, Second Edition Self Report Scale that were used for research on children with Asperger's and High Functioning Autism Spectrum Disorders (HFASD).
- Administered the Wisconsin Card Sort Test, Behavior Assessment System for Children, Second Edition Self Report Scale, Children's Depression Inventory, Multidimensional Anxiety Scale for Children, Self Perception Profile for Children, and Facial Emotion Recognition Test to control subjects.
- Responsible for scoring a range of measures administered to both control children and children with Asperger's and High Functioning Autism Spectrum Disorders and other comorbid psychiatric symptoms.
- Transcribed audiotapes of recorded lunch sessions between participants enrolled in an intensive summer treatment program for children with Asperger's and other High Functioning Autism Spectrum Disorders.
- Responsible for entering data into SPSS program.

**Research Assistant,** *Center for Children and Families*, State University of New York at Buffalo, Brian Wymbs, project overseen by William Pelham, Jr., Ph.D., September 2004-January 2005.

- Participated as an assistant in an Attention Deficit Hyperactivity Disorder (ADHD) social skills program and was responsible for reinforcing positive social behaviors, correcting negative behaviors, and recording data.
- Responsible for learning operational definitions for positive and negative behaviors to be reinforced or corrected, respectively, and the rewards system.

## TEACHING EXPERIENCE

**Adjunct Professor,** Becker College, Worcester Massachusetts. January 2016 – Present.

- Understanding Diversity
- Psychological Tests and Measures

**Teaching Assistant,** *Objective Personality Assessment,* Illinois School of Professional Psychology, Argosy University, Chicago, Courtland Tisdale, Ph.D. September 2009 – December 2010.

- Responsible for guiding students on how to score, interpret, and write reports based on data obtained from objective personality measures such as the Minnesota Multiphasic Personality Inventory, Second Edition (MMPI-2), Millon Clinical Multiaxial Inventory, Third Edition (MCMI-III), and the Personality Assessment Inventory (PAI).
- Responsible for grading student reports and assignments in collaboration with the course instructor.

## PUBLICATIONS

- Rodgers, J.D., **Warhol, A.**, Fox, J.D., Mcdonald, C.A., Thomeer, M.L., Lopata, C.,...Sheffield, T. (2016). *Minimal risk of internalizing problems in typically-developing siblings of children with high-functioning autism spectrum disorder.* Journal of Child and Family Studies, 25(8).

## HONORS AND AWARDS

- Graduated Magna Cum Laude, Canisius College, May 2007.
- Recipient of the Who's Who Among Students in American Universities & Colleges award, 2006.
- Psi Chi nominee, Canisius College, 2005.

## PROFESSIONAL AFFILIATIONS

- American Psychological Association, January 2009-Present.
- Massachusetts Psychological Association, July 2014-Present.
- Committee Member, MAAPS Committee on Evidence Based Practices, May 2015-Present.
- Psi Chi Psychology National Honor Society, Canisius College, January 2006-Present.

## PRESENTATIONS AND PANELS

- Panel Member, ADVANCED Training Collaborative Panel on Working with LGBTQ Youth and Families, Worcester, MA, January 2017.
- Panel Member, MAAPS Panel on Creating Safer and Healthy Spaces for LGBTQ Youth, Lancaster, MA, January 2016.
- Panel Member, MAAPS Panel on Managing Suicide Risk, Lancaster, MA, April 2015.
- *Depression and Anxiety in Non-Disordered Siblings of Children with High Functioning Autism Spectrum Disorders.* Student Research Day, Argosy University, Chicago, May 2011.

## SEMINARS, CONFERENCES, AND TRAININGS

- Skills Training in Dialectical Behavior Therapy, Helen Best, M.Ed. and Annie McCall, M.A., LMHC, April 2015.
- Certified National Trainer in Question, Persuade, Refer (QPR) Suicide Risk Management, April 2015.
- Trauma-Focused Cognitive Behavioral Therapy Two-Day Basic Clinical Training, Child Trauma Training Center, March 2015.
- Dialectical Behavior Therapy Intensive Foundational Training, Behavioral Tech, October 2014.
- Getting Started in DBT, Three Part Training Series, The Bridge Training Institute, November 2012 – January 2013.
- Legacy of Caring Conference: In the Face of Autism – Insight, Treatment, and Hope, Devereux Foundation Massachusetts, Keynote Speaker John Elder Robison, October 2012.
- Monthly Family Therapy Seminar and Training Series, Edward Dunkelblau, Ph.D., September 2010-June 2011.
- Crisis Prevention and Intervention Seminar, August 2010.
- World Tuberculosis Day Conference, Respiratory Health Association of Metropolitan Chicago, March 2010.

## QUALIFICATIONS AND SKILLS

- Ability to conceptualize from and implement various treatment approaches, including Dialectical Behavior Therapy, Trauma Focused Cognitive Behavior Therapy, Applied Behavior Analysis, Play Therapy, Psychodynamic, and Family Systems.
- Experience completing Functional Behavior Analyses and creating Behavior Support Plans.
- Familiar with the program SPSS in creating variables, entering data, and running various analyses of data including correlations and chi square analyses.
- Proficient in the administration, scoring, and interpretation of cognitive assessment tools, including the Wechsler Adult Intelligence Scale, Third and Fourth Edition; the Wechsler Intelligence Scale for Children, Fourth and Fifth Edition; the Wechsler Individual

Achievement Test, Second Edition; the Bender-Gestalt test; the Leiter International Performance Scale; and the Wide Range Achievement Test, Third and Fourth Revision.

- Proficient in the administration, scoring, and interpretation of various social/emotional and personality assessment tools, including the Trauma Symptom Checklist, Trauma Symptom Inventory, Behavior Assessment System for Children – Second Edition, Beck Depression Inventory, Children's Depression Inventory, Beck Anxiety Inventory, Beck Hopelessness Scale, Rorschach, Thematic Apperception Test, Children's Apperception Test, House-Tree-Person, the Minnesota Multiphasic Personality Inventory-2 and Adolescent version, Personality Assessment Inventory, Millon Clinical Multiaxial Inventory-3, Millon Adolescent Clinical Inventory, and the Hand Test.
- Proficient in the administration, scoring, and interpretation of various autism spectrum disorder and adaptive behavior assessment tools, including the Asperger Syndrome Diagnostic Scale, Vineland, Adaptive Behavior Assessment System, Gilliam Autism Rating Scale – Second Edition, Gilliam Asperger's Disorder Scale, Autism Diagnostic Observation Schedule, Autism Diagnostic Interview – Revised, and Childhood Autism Rating Scale.
- Possess a partial and growing fluency in the use of American Sign Language.

# Bernadette Conneely

## EDUCATION

**Anna Maria College, Paxton, MA** **September 2014 - June 2015**

**Clincial Practicum.**

Received an A grade and completed a practicum placement at the Devereux Therapeutic Day School under the supervision of a licenced Mental Health Counselor. Experience garnered from this practicum included writing clincial treatment plans and other clincial documents, individual therapy with a number of students with wide ranging emotional and behavioral challenges and clincial risk assessments.

**Bangor University , Bangor, Gwynedd.** **September 2012 - November 2013**

**MSc Clinical Psychology.**

Received First class honors and completed applied research in the area of Positive Psychology and effective interventions for children and young persons to increase happiness and resiliance. Courses completed include Advanced Statitics, Methods in Cognitive and brain research, theoretical models, behavioral psychology, communicating research in psychology, qualitative and quantitative analysis, motivation action and health, clinical neuropsychology,

**National University of Ireland, Galway, Ireland** **September 2008-June 2009**

**Postgraduate Diploma in Psychology**

Received First Class Honors and completed research in the area of Prejudice and Physical Disability. Courses completed include: Learning, Advanced Research Methods, Psycholinguistics, Experimental Psychology,Psychological Measurment, Applied Behavioral Analysis, Perception, attention and performance, and Organisational Psychology.

**National University of Ireland, Galway, Ireland** **September 2005-June 2008**

**Bachelor of Arts in Psychological Studies and English**

Received a University Scholarship for outstanding academic performance in 2006 and received Second Class Honors Degree.

Relavant Psychology courses completed include: Cognitive, Developmental, Abnormal, Forensic, Health, Social, Biological, Statistics and Applied Behavioural Analysis.

## WORK EXPERIENCE

**The Devereux Foundation – Rutland, MA, USA.** **Jan 2018 to Present**

**Campus Administrator**

Responsible for the operation, quality, integrity and financial success of the residential and support services on the Rutland campus based on evidence based and/or best practices. Provides oversight to ensure safe daily operations, quality care and treatment of individuals. Supervises Directors who administer these programs. Promotes teamwork, personal accountability, service excellence, respectful and supportive approaches, and creates a positive impact through effective leadership, role modeling and a high degree of independent judgment. In addition responsibilities include policy writing, strategic planning, investigation of grievances and concerns, development and implementation of quality improvement plans, state agency liaison, oversight of multi-million dollar residential budget and ensures licensing and accreditation standards are met,

**The Devereux Foundation – Rutland, MA, USA.** **Feb 2016 to Jan 2018**

**Residential Director**

Responsible for the overall development, administration and operations of the Latency Age ASD Residential program and campus coordinator department. Responsibilities include but not limited to: the overall functioning of the program and assuring the smooth operation of the Program, development and oversight of program specific quality improvement plans, co-ordination of services from various departments, training and supervision of program managers, campus coordinators, direct care staff and assistant managers, fiscal management and oversight of FTE management, co-ordination with outside agencies, family engagement, complete investigations, administrator on call responsibilities, risk and quality management.

**The Devereux Foundation – Rutland, MA, USA.** **July 2013 to Feb 2016**

**Group home Program Director**

Responsible for supervising the daily implementation of the Caring Together group home contract

and development of various group home milieus including both male and female adolescent programs. Students served included a variety of diagnoses and needs including Autism Spectrum Disorder, Trauma symptomology, social skills difficulties, aggressive and self injurious behaviors. Responsibilities include but not limited to: co-ordination of treatment in group homes, training and supervision of direct care staff and assistant managers, fiscal management of group home budget, developing and implementing behavioral management systems, co-ordination with outside agencies, family engagement, community integration and group home wide on call responsibilities.

### The Devereux Foundation – Rutland, MA, USA. September 2015 to July 2015

**Clinical Intern – Education department**

In conjunction with Anna Maria College, completed a clinical internship within the Devereux Therapeutic Day School. Responsible clinician for a number of day students with a range of diagnoses including Anxiety and Depression, PTSD, ASD, Conduct disorder and co-occurring disorders. Responsibilities included participating in the day school milieu, IEP and treatment review meetings, development of treatment plans, in- vivo coaching and individual therapy.

### Bangor University – Bangor, Wales, UK Janurary 2013 to April 2013

**Shift Supervisor (Planning and Resource Office)**

Responsible for the overseeing and completion of the Destination of Leavers in Higher Education survey. Responsibilities include supervising staff, clerical duties, data entry and telephonist.

### The Devereux Foundation – Rutland, MA, USA. May 2012 to August 2012

**Program Manager – Boys Program Residential Unit**

Responsible for supervising the daily implementation of the residential program and development of all phases of that program. Students served were males and included a variety of diagnoses and needs including Autism Spectrum Disorder, Trauma symptomology, social skills difficulties, aggressive and self injurious behaviors. Responsibities include: co-ordination of residential treatment on units, training and supervision of direct care staff and assistant managers, developing and implementing behavioral management systems. Managers work as part of the milieu team(clinicians, case managers, administration) to develop individualized treatment plans for clients. Also responsible for proper documentation of program procedures, client assessments and accurate supervision documentation.

### The Devereux Foundation – Rutland, MA,USA. October 2010– May 2012

**Assistant Program Manager – Boys Program Residential Unit**

Assists the Program Manager in supervising the daily implementation of the residential program and assists in the development of all phases of that program. Responsibilities include: supervision of shifts and co-ordination of residential treatment on units, training and supervision of direct care staff, developing and implementing behavioral management systems. Managers work as part of the milieu team (clinicians, case managers, administration) to develop individualized treatment plans for clients. Also responsible for proper documentation of program procedures, client assessments and accurate supervision documentation.

### The Devereux Foundation – Rutland, Massachusetts July 2009 – October 2010

**Direct Care Professional- Shift Supervisor**

Responsible for the safety and security of all clients that reside in the residential unit. As a DCP, one must engage with the clients in a therapeutic manner through positive practices, skill coaching and encouraging proactive and prosocial behavior. Students served were males and included a variety of diagnoses and needs including Autism Spectrum Disorder, Trauma symptomology, social skills difficulties, aggressive and self injurious behaviors. Responsibilities also include completing initial assessments, developing and implementing activities and programs, collecting data and facilitating client progress. As a shift supervisor, one is responsible for supervising designated shifts, ensuring all activities are planned and excecuted in an appropriate manner and ensuring all protocols are followed throughout the shift. Other responsibilities include; transporting clients in Devereux vans, and taking initiative to develop professional skills by participating in trainings, courses, and other learning opportunities.

## CERTIFICATIONS, TRAININGS AND AFFILIATIONS

American Red Cross CPR and First Aid Certified

Devereux Safe and Positive Approaches Trainer
Risking Connections (TIC) Trainer
Member of the Psychological Society of Ireland
Member of the Association of Children's Residential Centers – Serve as an active member of the ACRC Program Committee Member
Previous Member of the "P4" Permenancy Advisory Committee

# Sheri-ann S. Mclean, MSc.

*Candidate for PhD in Developmental Psychology*

**Community Director**

## Career Objective

I am an experienced manager, trainer, and researcher with 8+ years seeking an opportunity to apply my skills in management, development of professionals, staff development, and child and adolescent development.

## ADDITIONAL SKILLS

- Leadership
- Training
- System Thinker
- Analytical
- Staff Development
- Research
- Problem Solving
- Zoom
- Detailed-Oriented
- Microsoft Word, Excel, and PowerPoint
- Flexible
- Organization and Scheduling
- Strong Communication
- Multi-tasking
- Ability to work Independently

## LICENSES & CERTIFICATIONS

- John Maxwell Team Speaker, Trainer, and Coach/ *Pending*
- Transformation Academy Certified Master Life Coach/*2020*
- Devereux Safe and Positive Approaches Trainer/*2020*
- DCRC Recognized FLIP IT Trainer/ *2019*
- DCRC Recognized Building Your Bounce Trainer/*2018*
- Devereaux MA Leadership Institute Trainer /*2019*

## Professional Experience

Devereux Advanced Behavioral Health, Rutland, MA
*Community Director, Aug 2019-Present*

- Provide oversight for two latency aged programs and one adolescent boy's program.
- Trained three new Program Directors in fiscal management, training compliance, staff development, and ensuring programs were run to fidelity.
- Trained 1 case manager to prepare and maintain case files, communicate with internal and external customers, attend meetings, and support student reintegration in the community.
- Implemented stabilization plan in latency aged program with 90% success.
- Read and analysed incoming budgeting reports to cut overtime and overspending across the three programs.

Devereux Advanced Behavioral Health, Rutland, MA
*Program Director, Aug 2017-August 2019*

- Supervised and trained ten staff in quality of care and program fidelity.
- Maintained staff retention at 100% during the time in the role.
- Implemented the welcome boxes for both staff and students with success.
- Conduct research, compile data and prepare quarterly and yearly quality improvement presentations presented to high-level executives and administrative personnel.
- Facilitated reintegration to a lower level of care (kinship or foster placement) at 80%.

Devereux Advanced Behavioral Health, Rutland, MA
*Case Manager (Fentress and Trafford), Dec 2016-Aug 2017*

- Established relationship between Mass Rehab and Devereux which provided students with opportunities for jobs, driver's licenses, and other life skills for ten residents.
- Advocated for students' best next steps during meetings and foster care reviews with a 90% success.

## AWARDS & ACCOMPLISHMENTS

- Devereux Leadership Class 2020
- Presidents List at Capella University (2019- present)
- Devereux MA STARS System Thinker Award (2019)
- Today's Honoree (April 1st 2019)
- Tall Tee Sports Foundation Self-Achievement Award (2012)
- University of the West Indies Dean's List (2010-2011)
- Bolivarian of The Year for Exceptional Leadership Skills and Dedication to Cluster 2 on Rex Netttleford Hall (2010)

## AFFILIATIONS AND ASSOCIATIONS

- The National Society of Leadership Success (2021)
- Psi Chi International Honor Society in Psychology (2020)
- American Psychology Association (APA)- 2018-Present
- Society for Research on Adolescence (SRA)- 2018-Present
- Society for Research in Child Development (SRCD)- 2018-Present
- Black Caucus- 2018-Present

- Effectively maintained documentation and corresponded with both internal and external providers.
- Created pivots and data for analysis during the weekly meeting to assist in data-driven decision making.

Devereux Advanced Behavioral Health, Rutland, MA
*STARR Case Manager and Registered Behavior Technician. Aug 2016-Dec 2016*

- Created sensory toolbox for latency aged students to help support behavior regulation.
- Maintain open communication with collaterals and maintained clear documentation of case files.
- Supported two clients in the in-home behavior support program with marked success.

Devereux Advanced Behavioral Health, Rutland, MA
*Direct Support Professional, Feb 2016-August 2016*

- Facilitated a safe and therapeutic environment for students and provided them with skills to build independence.

Tropical Medical Research Unit, Kingston, Jamaica
*Research Assistant, June 2015-January 2016*

- Coordinated and facilitated training workshops for 30 basic school teachers as well as provided in-class coaching for teachers.
- Entered and checked data from testing in SPSS

Tropical Medical Research Unit, Kingston, Jamaica
*Child Tester, March 2015-June 2015*

- Successfully administered testing for 50 basic school-aged students in the inner-city schools.

Jamaica Red Cross, Kingston, Jamaica
*Consultant, March 2015-May 2015*

- Reviewed and updated the anti-stigma reduction curriculum

The University of the West Indies, Kingston, Jamaica
*Resident Advisor, Aug 2013-July 2014*

- Provided counseling for 80 residents
- Sub-coordinated events for culture and sports program including celebration and development week.
- Supervised and trained five student leaders

Jamaica Red Cross, Kingston, Jamaica
*Consultant (Intern), Aug 2014- Dec 2014*

- Facilitated HIV testing, peer education, and counseling for 3 inner cities at risk-communities which assisted with the prevention of new HIV infections.
- Reviewed and provided recommendations of the Anti-Stigma Manual to the leadership.
- Facilitated capacity-building workshop training for volunteers and provided recommendations to leadership.

## REFERENCES

Available Upon Request

The University of West Indies, Kingston, Jamaica
*Graduate Assistant, Sept 2012-May 2014*

- Conducted literature reviews, reviewed data collection instruments, and assisted with the training of interviewers for data collection.
- Tutored three undergraduate psychology courses (Applied Psychology, Healthy Psychology, and Research Methods) with a 90% passing rate in each class.

Office of Student Development, Kingston, Jamaica
*Evaluator, July 2013-Aug 2013*

- Sorted and entered evaluation result in SPSS.
- Created summary report and presented to leadership and executives.

The University of the West Indies, Kingston, Jamaica
*Intern, Feb 2011-April 2011*

- Facilitated emergency room intakes and ward rounds
- Completed write up and presented case study to the team

## Education

Capella University, Minneapolis, MN (2018- Present)
*Ph.D. Developmental Psychology (Child and Adolescent)*
*GPA 4.0*

The University of the West Indies, Kingston, Jamaica (2012-2016)
*Masters of Science in Applied Psychology*

The University of the West Indies, Kingston, Jamaica (2008-2011)
*Bachelor's of Science in Psychology (Criminology Minor)*

The Queen's Sixth Form, Jamaica (2012-2016)
*Advanced Proficiency Diploma*

The Queen's School, Kingston, Jamaica (2012-2016)
*High School Diploma*

**Devereux Advanced Behavioral Health**

Key Personnel

| | | | | |
|---|---|---|---|---|
| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
| Kerry Ann Goldsmith | Executive Director | | Based on # of Students Served | |
| Nadyia Abbas | Assistant Executive Director | | Based on # of Students Served | |
| Dr. Ashley Warhol | Clinical Director | | Based on # of Students Served | |
| Bernadette Conneely | Campus Administrator/QI Director | | Based on # of Students Served | |
| SheriAnn Mclean | Community Administrator | | Based on # of Students Served | |
| Ralph Natale | Director of Finance | | Based on # of Students Served | |

Subject: Residential Treatment Services for Children's Behavioral Health

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Mount Prospect Academy, Inc. | | 1.4 Contractor Address<br>350 Main Street,<br>Plymouth, NH 03264 | |
| 1.5 Contractor Phone Number<br>(603) 359-5951 | 1.6 Account Number<br>See Exhibit C | 1.7 Completion Date<br>June 30, 2024 | 1.8. Price Limitation<br>$47,176,194.00 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Jeffrey Caron 8C1B0F2EC23C439... Date: 7/21/2021 | | 1.12 Name and Title of Contractor Signatory<br>Jeffrey Caron<br>President | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja Fox ED9D05B04C83442... Date: 7/21/2021 | | 1.14 Name and Title of State Agency Signatory<br>Katja Fox<br>Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Catherine Pinos | | On: 7/21/2021 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials DS JC
Date 7/21/2021

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 DS

Date 7/21/2021

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



Contractor Initials JC

Date 7/21/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



Contractor Initials DS JC

Date 7/21/2021

**New Hampshire Department of Health and Human Services**
**Residential Treatment Services for Children's Behavioral Health**
# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.3. Paragraph 9, Termination, is amended by modifying subparagraph 9.1. to read:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by a minimum of 90 day written notice to the State that the Contractor is exercising its option to terminate the Agreement. Notwithstanding the foregoing, the Parties agree that the contract will not terminate until such time as all children have been successfully transitioned. Because this Agreement covers multiple programs, it is understood that the Contractor may terminate on a program specific basis.

## Scope of Services

### 1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

**1.11. Staffing, Training and Development**

**1.11.1. Talent Strategy**

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

**1.11.2. Staffing Ratios**

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

**1.11.3. Staff Training and Development**

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

**1.12. Collaborative Care**

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

**1.13. Admissions, Discharges and Transitions**

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

**1.14. Restraint and Seclusion Practices**

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

**1.15. Children's System of Care Values**

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

**1.16. Cultural and Linguistic Diversity**

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

**1.17. Multidisciplinary Approach**

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

**1.18. Treatment Settings**

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services..

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

**1.19. Targeted and Active Treatment**

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

**1.20. Trauma Informed Care**

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

**1.21. Evidence Based Practices**

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
1.21.1.2. Cognitive Behavior Therapy
1.21.1.3. Dialectic Behavior Therapy
1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

**1.22. Clinical and Medical Standards**

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

**1.23. Aftercare**

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

**1.24. Medication Procedures**

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

**1.25. Policies and Procedures**

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

**1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

**2. Residential Treatment Levels of Care**

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

| 2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds | | | | |
|---|---|---|---|---|
| **Level of Care** | **Vendors Name of the Program** | **Location: City/Town and State** | **Maximum Number of Contracted Beds** | **Shared Beds** |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| Level of Care 3, Intensive Treatment, Option A: Intensive Treatment | MPA at Warren Adventur-Based | Warren, NH | 8 | N/A |
| | MPA at Plymouth: Summit Program | Plymouth, NH | 4 | N/A |
| | MPA at Rumney: PSB | Rumney, NH | 10 | N/A |
| | MPA at Pike: Hall Farm | Pike, NH | 8 | N/A |
| Level of Care 3, Intensive Treatment, Option C: Assessment Treatment | MPA at Hampton: Cast | Hampton, NH | 4 | N/A |
| | MPA at Plymouth Cast | Plymouth, NH | 16 | N/A |
| Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute | MPA at Pike: Subacute Blake House and Mitchell House | Pike, NH | 8 | N/A |
| **Reserved** | | | | |
| **Reserved** | | | | |
| Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT) | MPA at Hampton: ERT | Hampton, NH | 8 | N/A |
| | Mpa at Campton: ERT | Campton, NH | 12 | N/A |

**2.4. Reserved**

**2.5. Reserved**

**2.6. Reserved**

**2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatments for

individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.7.2.1. Highly structured treatment on a 24/7 basis,
2.7.2.2. Structured and safe, therapeutic milieu environment,
2.7.2.3. Medication Monitoring and management,
2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
2.7.2.5. Concentrated individualized treatment
2.7.2.6. Specialized assessment and treatment services.
2.7.2.7. Community Supports.
2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
2.7.2.9. Specialized social services.
2.7.2.10. Behavior management.
2.7.2.11. Recreation.
2.7.2.12. Clinical Services.
2.7.2.13. Family Services.
2.7.2.14. Vocational Training.
2.7.2.15. Medication Monitoring, as clinically indicated.
2.7.2.16. Crisis Intervention.

**2.7.3. Staffing**

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which

shall be billed directly to Medicaid.

**2.7.4. Supported Visits**

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.7.5. Educational Services**

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.
2.7.5.4.2. Vocational Services.
2.7.5.4.3. Formal Education.
2.7.5.4.4. Training Programs.
2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain

Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.7.6. Transportation**

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.7.6.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.8. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment**

2.8.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option C: Assessment Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access.

2.8.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide comprehensive assessment using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.8.2.1. Highly structured treatment on a 24/7 basis,

2.8.2.2. Structured and safe, therapeutic milieu environment,

2.8.2.3. Medication Monitoring and management,

2.8.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.8.2.5. Concentrated individualized treatment protocol.

2.8.2.6. Specialized assessment and treatment services.

2.8.2.7. Community Supports.
2.8.2.8. Access to public school education and/or an approved special education program on site or subcontracted
2.8.2.9. Specialized social services.
2.8.2.10. Behavior management.
2.8.2.11. Recreation.
2.8.2.12. Clinical Services.
2.8.2.13. Family Services.
2.8.2.14. Vocational Training.
2.8.2.15. Medication Monitoring, as clinically indicated.
2.8.2.16. Crisis Intervention.
2.8.2.17. Assessment services based on New Hampshire Administrative Rule He-C 6350.22 Assessment Treatment Program.

**2.8.3. Staffing**

2.8.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.8.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.8.3.2.1. Direct Care Staff/Milieu:

2.8.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.8.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.

2.8.3.2.2. Clinical Services

2.8.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.8.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.

2.8.3.2.2.3. Clinical Ratio: 1:8

2.8.3.2.2.4. Family Therapist 1:8
2.8.3.2.2.5. Family Worker: 1:8
2.8.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8
2.8.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
2.8.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.8.3.2.3. Medical Care:
2.8.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
2.8.3.2.3.2. Availability of prescriber or psychiatry on site.
2.8.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

**2.8.4. Supported Visits**

2.8.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.8.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.8.5. Educational Services**

2.8.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined

by their treatment team and sending school district, when applicable.

2.8.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.8.5.3. The Contractor shall provide onsite or subcontracting with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.8.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.8.5.4.1. Transitional Services.
2.8.5.4.2. Vocational Services.
2.8.5.4.3. Formal Education.
2.8.5.4.4. Training Programs.
2.8.5.4.5. Independent Living Skills.

2.8.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.8.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.8.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.8.6. Transportation**

2.8.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.8.6.1.1. Court Hearings.
2.8.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.8.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.8.6.1.4. Recreation (clubs, sports, work).
2.8.6.1.5. Family and sibling visits.
2.8.6.1.6. Other as required by the individual's treatment plan.

2.8.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
2.8.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.8.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.8.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.8.6.3 below.

2.8.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
2.8.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
2.8.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
2.8.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
2.8.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including

coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.9. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute**

2.9.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute to individuals who are experiencing behavioral and emotional difficulties and symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

2.9.1.1. Stabilize and treat the acute symptoms,

2.9.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.9.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or

2.9.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.9.2. The Contractor shall provide services to individuals at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short-term stay of approximately two (2) weeks or long-term stay of up to three (3) months or longer based on need, in an intensive, onsite acute residential unit, which provides a self-contained service delivery approach with:

2.9.2.1. Simulated everyday community living in a safe, therapeutic environment

2.9.2.2. A family-centered focus that is reflected in the program's milieu.

2.9.2.3. Highly structured treatment on a 24/7 basis,

2.9.2.4. Structured and safe, therapeutic milieu environment,

2.9.2.5. Medication Monitoring and management,

2.9.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.

2.9.2.7. Concentrated individualized treatment protocol.

2.9.2.8. Specialized assessment and treatment services.

2.9.2.9. Community Supports.

2.9.2.10. Access to public school education and/or an approved special education program on site or subcontracted.

2.9.2.11. Specialized social services.

2.9.2.12. Behavior management.
2.9.2.13. Recreation.
2.9.2.14. Clinical Services.
2.9.2.15. Family Services.
2.9.2.16. Vocational Training.
2.9.2.17. Medication Monitoring, as clinically indicated.
2.9.2.18. Crisis Intervention.

**2.9.3. Staffing**

2.9.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.9.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.9.3.2.1. Direct Care Staff/Milieu:

2.9.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.9.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and may float on campus or within building.

2.9.3.2.2. Clinical Services

2.9.3.2.2.1. Access to clinical 24/7 and may be telephonic or face-to-face depending on clinical need.

2.9.3.2.2.2. Clinical ratio: 1:6

2.9.3.2.2.3. Family Therapist 1:6

2.9.3.2.2.4. Family Worker: 1:8

2.9.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.9.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.9.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.9.3.2.3. Medical Care:

2.9.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.9.3.2.3.2. Availability of prescriber/psychiatry on site..

2.9.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

**2.9.4. Supported Visits**

2.9.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

2.9.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.9.5. Educational Services**

2.9.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.9.5.2. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education.

2.9.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.9.5.3.1. Transitional Services.
2.9.5.3.2. Vocational Services.
2.9.5.3.3. Formal Education.
2.9.5.3.4. Training Programs.
2.9.5.3.5. Independent Living Skills.

2.9.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.9.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.9.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.9.6. Transportation**

2.9.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.9.6.1.1. Court Hearings.
2.9.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.9.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.9.6.1.4. Recreation (clubs, sports, work).
2.9.6.1.5. Family and sibling visits.
2.9.6.1.6. Other as required by the individual's treatment plan.

2.9.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.9.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.9.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.9.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.9.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.9.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.9.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.9.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.9.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.10. Reserved**

**2.11. Reserved**

**2.12. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)**

2.12.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option D: Enhanced Residential Treatment (ERT) to individuals who may not have a clinical diagnosis, and who may have demonstrated behaviors which have been considered dangerous and are often not amendable to treatment to:

2.12.1.1. Stabilize and treat the acute symptoms,

2.12.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.12.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or

2.12.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.12.2. The Contractor shall provide services to children, youths and young adults in this type of treatment setting twenty-four (24) hours per day, seven (7) days a week, for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.12.2.1. Highly structured treatment on a 24/7 basis,

2.12.2.2. Structured and safe, therapeutic milieu environment,

2.12.2.3. Medication Monitoring and management,

2.12.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.12.2.5. Concentrated individualized treatment protocol.

2.12.2.6. Specialized assessment and treatment services.

2.12.2.7. Community Supports.

2.12.2.8. Access to public school education and/or an approved special education program on site or subcontracted

2.12.2.9. Specialized social services.

2.12.2.10. Behavior management.

2.12.2.11. Recreation.

2.12.2.12. Clinical Services.

2.12.2.13. Family Services.

2.12.2.14. Vocational Training.

2.12.2.15. Medication Monitoring, as clinically indicated.

**2.12.3. Staffing**

2.12.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.12.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.12.3.2.1. Direct Care Staff/Milieu:

2.12.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.12.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.

2.12.3.2.2. Clinical Services

2.12.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face depending on clinical need)

2.12.3.2.2.2. Clinical ratio: 1:6.

2.12.3.2.2.3. Family Therapist 1:6.

2.12.3.2.2.4. Family Worker: 1:8.

2.12.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.12.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.12.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10 .

2.12.3.2.3. Medical Care:

2.12.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.12.3.2.3.2. Availability of prescriber/psychiatry on site.

2.12.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

**2.12.4. Supported Visits**

2.12.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be

provided at the individual's and family's home when safe and appropriate.

2.12.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.12.5. Educational Services**

2.12.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their multidisciplinary team and sending school district, when applicable.

2.12.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:

2.12.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.

2.12.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.

2.12.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.

2.12.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.12.5.3.1. Transitional Services.
2.12.5.3.2. Vocational Services.
2.12.5.3.3. Formal Education.
2.12.5.3.4. Training Programs.
2.12.5.3.5. Independent Living Skills.

2.12.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.12.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.12.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.12.6. Transportation**

2.12.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.12.6.1.1. Court Hearings.

2.12.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.12.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.12.6.1.4. Recreation (clubs, sports, work).

2.12.6.1.5. Family and sibling visits.

2.12.6.1.6. Other as required by the individual's treatment plan.

2.12.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.12.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.12.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.12.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.12.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.12.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.12.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance

with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.12.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.12.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**3. Specific Residential Treatment Program Requirements**

**3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.**

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

**3.2. Reserved**

**3.3. Reserved**

**3.4. Reserved**

**3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

**3.5.1. <u>MPA at Warren: Adventure Based</u>**

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|

| | | |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | 1:3 (includes youth counselor, Community Leader, Assistant program manager) |
| Direct Care 2nd shift | Milieu 1:3 | 1:3 (includes youth counselor, Community Leader, Assistant program manager) |
| Direct Care Overnight | Awake overnight: 1:6, minimum 2 staff available for programs | 1:6 |
| Clinical Ratio | 1:8 | 1:8 |
| Family Worker | 1:8 | 1:8 |
| Family Therapist | 1:8 | Not allocated |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Family worker/ Permanency Coordinator |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | .2 FTE |
| Nursing Staff | 24/7, available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |

| | | |
|---|---|---|
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but not limited to:

3.5.1.2.1. Intellectual and Developmental Disability (IDD);
3.5.1.2.2. Aggressive behavior;
3.5.1.2.3. Fire Setting;
3.5.1.2.4. Problematic Sexual Behavior;
3.5.1.2.5. Highly Aggressive Behavior;

**3.5.2. MPA at Pike: Hall Farm**

3.5.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | 1:3 (includes youth counselor, Community Leader, Assistant program manager) |
| Direct Care 2nd shift | Milieu 1:3 | 1:3 (includes youth counselor, Community Leader, Assistant program manager) |
| Direct Care Overnight | Awake overnight: 1:6, | 1:6; 6 FTE |

| | | |
|---|---|---|
| | minimum 2 staff available for programs | |
| Clinical Ratio | 1:8 | 1:6 |
| Family Worker | 1:8 | 1:6 Permanency Coordinator |
| Family Therapist | 1:8 | Not allocated |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Family worker/ Permanency Coordinator |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | .8 FTE |
| Nursing Staff | 24/7, available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.5.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.2.2.1. Intellectual and Developmental Disability (IDD);

3.5.2.2.2. Aggressive behavior;

3.5.2.2.3. Fire Setting;

3.5.2.2.4. Problematic Sexual Behavior;
3.5.2.2.5. Highly Aggressive Behavior;

**3.5.3. MPA at Rumney: Problem Sexual Behavior**

3.5.3.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | 1:2.5 (youth counselor and community leader is included in the ratio) |
| Direct Care 2nd shift | Milieu 1:3 | 1:2.5 (youth counselor and community leader is included in the ratio) |
| Direct Care Overnight | Awake overnight: 1:6, minimum 2 staff available for programs | 1:4 (including awake overnight supervisor) |
| Clinical Ratio | 1:8 | 1:6 |
| Family Worker | 1:8 | 1:6 Permanency Coordinator |
| Family Therapist | 1:8 | Not allocated |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Permanency Coordinator |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | .2 FTE |
| Nursing Staff | 24/7, available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with |

| | | MPA |
|---|---|---|
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.5.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.3.2.1. Intellectual and Developmental Disability (IDD);
3.5.3.2.2. Aggressive behavior;
3.5.3.2.3. Fire Setting;
3.5.3.2.4. Problematic Sexual Behavior;
3.5.3.2.5. Highly Aggressive Behavior;

**3.5.4. MPA at Plymouth- Summit**

3.5.4.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | 1:2 Youth Counselor and 1:2 Community Leader (in ratio)<br>1:3 assistant program manager (in ratio) |
| Direct Care 2nd shift | Milieu 1:3 | 1:2 Youth Counselor and 1:2 Community Leader (in ratio)<br>1:3 assistant program |

| | | |
|---|---|---|
| | | manager (in ratio) |
| Direct Care Overnight | Awake overnight: 1:6, minimum 2 staff available for programs | 1:4 Ratio includes Awake Overnight Supervisor |
| Clinical Ratio | 1:8 | 1:8 |
| Family Worker | 1:8 | 1:8 Permanency Worker |
| Family Therapist | 1:8 | Not allocated |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Permanency Worker |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | .1 FTE |
| Nursing Staff | 24/7, available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.5.4.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be

determined by an independent assessor, which includes, but is not limited to:

3.5.4.2.1. Intellectual and Developmental Disability (IDD);
3.5.4.2.2. Aggressive behavior;
3.5.4.2.3. Fire Setting;
3.5.4.2.4. Problematic Sexual Behavior;
3.5.4.2.5. Highly Aggressive Behavior

**3.6. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment**

**3.6.1. MPA at Hampton, CAST**

3.6.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | 1:2 (includes youth counselor and Community Leader) |
| Direct Care 2nd shift | Milieu 1:3 | 1:2 (includes youth counselor and Community Leader) |
| Direct Care Overnight | Awake overnight: 1:6, minimum 2 staff available for programs | 1:4 |
| Clinical Ratio | 1:8 | 1:8 |
| Family Worker | 1:8 | 1:8 Permanency Coordinator |
| Family Therapist | 1:8 | Not allocated |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Permanency Coordinator |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | .1 FTE |

| | | |
|---|---|---|
| Nursing Staff | 24/7, available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.6.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.6.1.2.1. Intellectual and Developmental Disability (IDD);
3.6.1.2.2. Aggressive behavior;
3.6.1.2.3. Fire Setting;
3.6.1.2.4. Problematic Sexual Behavior;
3.6.1.2.5. Highly Aggressive Behavior;

**3.6.2. MPA at Plymouth CAST**

3.6.2.1. The Contractor shall maintain the maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | 3:8 (includes youth counselor and community leader in ratio) |
| Direct Care 2nd shift | Milieu 1:3 | 3:8 (includes youth counselor |

| | | |
|---|---|---|
| | | and community leader in ratio) |
| Direct Care Overnight | Awake overnight: 1:6, minimum 2 staff available for programs | 1:6 (includes awake overnight supervisor in ratio) |
| Clinical Ratio | 1:8 | 1:8 |
| Family Worker | 1:8 | 1:8 Permanency Coordinator |
| Family Therapist | 1:8 | Not allocated |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Family worker/ Permanency Coordinator |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | Not allocated |
| Nursing Staff | 24/7, available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.6.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.6.2.2.1. Intellectual and Developmental Disability (IDD);
3.6.2.2.2. Aggressive behavior;
3.6.2.2.3. Fire Setting;
3.6.2.2.4. Problematic Sexual Behavior;
3.6.2.2.5. Highly Aggressive Behavior;

**3.7. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute**

**3.7.1. MPA at Pike: Sub Acute**

3.7.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:2 | 1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager) |
| Direct Care 2nd shift | Milieu 1:2 | 1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager) |
| Direct Care Overnight | Awake overnight: 1:5 minimum 2 staff available for programs | 1:3 (2 in each house; Awake overnight supervisor included in the ratio) |
| Clinical Ratio | 1:6 | 1:6 |

| | | |
|---|---|---|
| Family Worker | 1:8 | 1:6 Permanency Coordinator |
| Family Therapist | 1:6 | 1:6 |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Permanency Coordinator |
| Board certified behavioral analyst (BCBA) | 1:10 | 1.2 FTE |
| Nursing Staff | available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.7.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.7.1.2.1. Intellectual and Developmental Disability (IDD);
3.7.1.2.2. Aggressive behavior;
3.7.1.2.3. Fire Setting;
3.7.1.2.4. Problematic Sexual Behavior;
3.7.1.2.5. Highly Aggressive Behavior;

**3.8. Reserved**

**3.9. Reserved**

### 3.10. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

#### 3.10.1. MPA at Campton: Enhanced Residential Treatment (ERT)

3.10.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:2 | 1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio) |
| Direct Care 2nd shift | Milieu 1:2 | 1:2 (youth counselor , Assistant Program Manager and Community Leader is included in the ratio) |
| Direct Care Overnight | Awake overnight: 1:5 minimum 2 staff available for programs | 1:5 (Awake Overnight Supervisor included in the ratio) |
| Clinical Ratio | 1:6 | 1:6 |
| Family Worker | 1:8 | 1:8 Permanency Coordinator |
| Family Therapist | 1:6 | 1:6 |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Permanency Coordinator |
| Board certified behavioral | 1:10 | 1:10 |

| | | |
|---|---|---|
| analyst (BCBA) | | |
| Nursing Staff | Available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required, or as a ratio | |

3.10.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.10.1.2.1. Intellectual and Developmental Disability (IDD);
3.10.1.2.2. Aggressive behavior;
3.10.1.2.3. Fire Setting;
3.10.1.2.4. Problematic Sexual Behavior;
3.10.1.2.5. Highly Aggressive Behavior;

**3.11. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)**

3.11.1. **MPA at Hampton: Enhanced Residential Treatment (ERT)**

3.11.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:2 | 1:2 (youth counselor ~~and~~ |

| | | |
|---|---|---|
| | | community leader is included in the ratio) |
| Direct Care 2nd shift | Milieu 1:2 | 1:2 (youth counselor and community leader is included in the ratio) |
| Direct Care Overnight | Awake overnight: 1:5 minimum 2 staff available for programs | 1:4 |
| Clinical Ratio | 1:6 | 1:6 (includes clinicians and Clinical Director in ratio) |
| Family Worker | 1:8 | 1:8 Permanency Coordinator |
| Family Therapist | 1:6 | 1:6 |
| Transportation | Not Required | Not allocated / shared |
| Case Manager | 1:8 or see Family Worker | See Permanency Coordinator |
| Board certified behavioral analyst (BCBA) | 1:10 | 1:10 |
| Nursing Staff | available, and shall be onsite regularly | Shared with MPA programs |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting Psychiatrist shared with MPA |
| Psychologist | Availability of prescriber or psychiatry on site | Not Allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.11.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.11.1.2.1. Intellectual and Developmental Disability (IDD);
3.11.1.2.2. Aggressive behavior;
3.11.1.2.3. Fire Setting;
3.11.1.2.4. Problematic Sexual Behavior;
3.11.1.2.5. Highly Aggressive Behavior;

**4. Exhibits Incorporated**

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contract shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**5. Reporting Requirements**

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

| **Table A** |
|---|
| **Key Output and Process Data** |
| The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. |
| Number of children currently placed in the program |

| |
|---|
| Percent of contracted beds currently used |
| Turnover information (e.g., total number of staff, how many left, and reason why) |
| Number of days the program does not meet contractually required staffing ratios |
| Number of accepted referrals/new admissions (and location prior to admission) |
| Number of rejected referrals |
| Number of children discharged (and the reason for discharge) |
| Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation) |
| Key dates per child: referral, acceptance, admission, discharge |
| Number of family planning team treatment meetings (and caregiver, youth attendance) |
| Number of treatment meetings led by youth |
| Number of contacts with family/caregivers |
| Percent of children placed outside of their school district |
| CANS score information per child (from CANS system report - e.g., score # at referral, at discharge) |
| Number of restraints |
| Number of seclusions |
| Discharge locations |
| Whether or not the CME was involved |

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 5.1

5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices

or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to:

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly total of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of:

5.5.1.1. Restraint
5.5.1.2. Seclusion
5.5.1.3. Serious injury both including and not including restraint and seclusion
5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

## 6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on key performance metrics in Table B as follows:

**Table B**

| Category | Key performance metrics: |
|---|---|
| **Referral** | • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps]<br>• Median time from referral to acceptance |

| | |
|---|---|
| | • Median time from referral to admission |
| **Family & youth engagement** | • % of treatment meetings where youth participates<br>• % of treatment meetings where caregiver participates<br>• Median # of contacts with family/caregivers per month per child |
| **Quality of treatment** | • % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)*<br>• Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay |
| **Transition & discharge** | • Median length of stay: days from admission to discharge to less restrictive setting<br>• % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days<br>• % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (*based on internal data which DHHS will access through CME and DCYF system)*<br>• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge<br>• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (*based on internal DCYF data which DHHS will access)* |

6.2. Performance Improvement

6.2.1. The Contract shall participate in quality assurance and improvement activities with the Department and other partners and stake holders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

6.2.1.3. Reduced use of emergency departments and other physical health services.
6.2.1.4. Reduced use of out of district placement for school.
6.2.1.5. Increased school attendance and attainment.
6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
6.2.2.3. Attending monthly meetings focused on performance.
6.2.2.4. Adjusting key performance metrics.
6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
6.2.2.7. Participating in inspections of any of the following:
6.2.2.7.1. The facility premises.
6.2.2.7.2. Programs and services provided.
6.2.2.7.3. Records maintained by the Contractor.
6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
6.2.2.10. Adjusting program delivery.
6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is a critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (I.e., whether child remains in a home-based setting after),

6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level need to achieve treatment goals so children can quickly return to home and community settings.

6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.

6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:

6.2.4.1. Actions to be taken to correct each deficiency;

6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;

6.2.4.3. A time line for implementing the actions above;

6.2.4.4. A monitoring plan to ensure the actions above are effective; and

6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

**7. Additional Terms**

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.
7.3.3.2. Resource directories.
7.3.3.3. Protocols or guidance.
7.3.3.4. Posters.
7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

## 8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical 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.

8.1.2. All records must 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.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

## Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

3. For the purposes of this Agreement:

   3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.

4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

   4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

   4.1.1.

| **Program - Adventure Therapy** | |
|---|---|
| Residential for IEP eligible youth per day | $514.46 |
| Residential Non-IEP eligible youth per day | $514.46 |
| **Program - Plymouth CAST** | |
| Residential for IEP eligible youth per day | $451.22 |
| Residential Non-IEP eligible youth per day | $451.22 |
| **Program - Hall Farm** | |
| Residential for IEP eligible youth per day | $478.77 |
| Residential Non-IEP eligible youth per day | $478.77 |
| **Program - Hampton CAST** | |
| Residential for IEP eligible youth per day | $626.46 |
| Residential Non-IEP eligible youth per day | $626.46 |
| **Program - Rumney** | |
| Residential for IEP eligible youth per day | $563.07 |
| Residential Non-IEP eligible youth per day | $563.07 |
| **Program - Summit Program** | |
| Residential for IEP eligible youth per day | $498.88 |
| Residential Non-IEP eligible youth per day | $498.88 |
| **Program - ERT at Campton** | |
| Residential for IEP eligible youth per day | $635.51 |
| Residential Non-IEP eligible youth per day | $635.51 |
| **Program - ERT at Hampton** | |
| Residential for IEP eligible youth per day | $819.20 |
| Residential Non-IEP eligible youth per day | $819.20 |

| Program - Sub Acute | |
|---|---|
| Residential for IEP eligible youth per day | $880.18 |
| Residential Non-IEP eligible youth per day | $880.18 |

4.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Departmet of Education.

4.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $47,176,194.00

4.5.2. SFY 22: $15,725,398.00

4.5.3. SFY 23: $15,725,398.00

4.5.4. SFY 24: $15,725,398.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.5. 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.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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



Vendor Initials DS JC

Date 7/21/2021

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.

Vendor Name:

DocuSigned by:
Jeffrey Caron
[illegible]

7/21/2021
Date

Name: Jeffrey Caron
Title: President



Vendor Initials DS JC

Date 7/21/2021

## CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

DocuSigned by:
Jeffrey Caron
9C1B0F2EC2E430...

7/21/2021
Date

Name: Jeffrey Caron
Title: President

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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Contractor Initials _____

7/21/2021
Date _____

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:

7/21/2021
Date

DocuSigned by:
Jeffrey Caron
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Name: Jeffrey Caron
Title: President

DS
JC
Contractor Initials
7/21/2021
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

DS

Contractor Initials JC



Date 7/21/2021

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

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

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

Contractor Name:

DocuSigned by:
Jeffrey Caron
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7/21/2021
Date

Name: Jeffrey Caron
Title: President

**New Hampshire Department of Health and Human Services**
**Exhibit H**

## 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:

DocuSigned by:
Jeffrey Caron
9C1B0F2EC23C439...

7/21/2021
Date

Name: Jeffrey Caron
Title: President

## 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

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

| Department of Health and Human Services | Mount Prospect Academy |
|---|---|
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja Fox | Jeffrey Caron |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | President |
| Title of Authorized Representative | Title of Authorized Representative |
| 7/21/2021 | 7/21/2021 |
| Date | 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:

DocuSigned by:
Jeffrey Caron
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7/21/2021
Date

Name: Jeffrey Caron
Title: President



Contractor Initials DS JC
Date 7/21/2021

## 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: 32-004-8804

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

**New Hampshire Department of Health and Human Services**

Exhibit K

**DHHS Information Security Requirements**

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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# State of New Hampshire

# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOUNT PROSPECT ACADEMY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **423309**

Certificate Number: **0005410948**

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 July A.D. 2021.

William M. Gardner

Secretary of State

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MOUNT PROSPECT
ACADEMY
*Client-Centered Continuum of Care*

## CERTIFICATE OF AUTHORITY

I, Jeffrey Park, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Mount Prospect Academy, Inc.

2. The following is a true copy of action taking by unanimous written consent of the Board of Directors/shareholders, in lieu of a meeting in accordance with all applicable laws, including the New Hampshire Nonprofit Corporations Act, and any other appropriate authorities between the dates of 6/28 and 6/29, 2021,

**VOTED:** That Jeffrey Caron is duly authorized on behalf of Mount Prospect Academy, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/29/21

Jeffrey Park
Title: Secretary, Mount Prospect Academy, Inc.

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VTPERMA-01 ARUDIO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2021

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

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

| PRODUCER | CONTACT NAME: Sandra Delisle |
|---|---|
| Kinney Pike Insurance Inc.<br>1011 North Main Street, Suite 4<br>White River Junction, VT 05001 | PHONE (A/C, No, Ext): (800) 296-5722 3756 FAX (A/C, No): (802) 296-6126<br>E-MAIL ADDRESS: sdelisle@kinneypike.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemn Insurance | 18058 |
| INSURER B : Maine Employers Mutual | 11149 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VT Permanency Initiative Inc.
Mount Prospect Academy
PO Box 325
Orford, NH 03777

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | PHPK2219780 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X Abuse $1M | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK2219007 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | PHUB750822 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE | $ 4,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | 5101800528 | 7/3/2021 | 7/3/2022 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Comepensation Statutory Coverage applies in MA, NH & VT. Jeff Caron and Rita Meier are excluded officers.

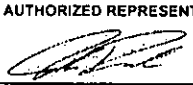
**CERTIFICATE HOLDER**

State of New Hampshire Dept of Health & Human Service
129 Pleasant Street
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





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MOUNT PROSPECT
ACADEMY
*Client-Centered Continuum of Care*

**MPA'S MISSION IS TO PROVIDE A CARING, SAFE THERAPEUTIC ENVIRONMENT WHERE STUDENTS HAVE THE OPPORTUNITY TO GROW AND ACQUIRE THE SKILLS THEY NEED TO REACH THEIR EDUCATIONAL AND SOCIAL POTENTIAL. WE AIM TO DEVELOP TRUSTING RELATIONSHIPS WITH STUDENTS AND FACILITATE EXPERIENCES THAT PROMOTE THEIR ABILITY TO SELF-REGULATE; MANAGE THOUGHTS AND FEELINGS; AND DEVELOP FEELINGS OF SAFETY, CONFIDENCE, AND COMPETENCY.**

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BerryDunn

# CONSOLIDATED FINANCIAL STATEMENTS

and

# SUPPLEMENTARY INFORMATION

June 30, 2020

With Independent Auditor's Report

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BerryDunn

# INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Becket Academy, Inc. and Affiliates (the Organization), which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

## Management's Responsibility for the Consolidated Financial Statements

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

## Auditor's Responsibility

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

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

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

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**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, 2020, and the consolidated changes in their net assets and their cash flows for the year then ended in accordance with U.S. GAAP.

**Other Matter**

*Changes in Accounting Principles*

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

*Supplementary Information*

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 22, 2020

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidated Statement of Financial Position

## June 30, 2020

### ASSETS

| | |
|---|---|
| Current assets | |
| Cash and cash equivalents | $ 17,167,299 |
| Tuition and fees receivable, net | 13,102,060 |
| Prepaid expenses | 313,442 |
| Total current assets | 30,582,801 |
| Property and equipment | |
| Land and land improvements | 4,473,502 |
| Buildings and building improvements | 28,415,085 |
| Leasehold improvements | 3,316,663 |
| Vehicles and equipment | 5,185,413 |
| Furniture and fixtures | 2,239,499 |
| Construction-in-progress | 751,857 |
| | 44,382,019 |
| Less accumulated depreciation | 13,503,486 |
| Property and equipment, net | 30,878,533 |
| Other assets | |
| Other long-term asset | 481,469 |
| Replacement reserves | 2,927 |
| Total assets | $ 61,945,730 |

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

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## LIABILITIES AND NET ASSETS

| | |
|---|---|
| Current liabilities | |
| Line of credit | $ 496,247 |
| Current portion of long-term debt | 1,452,000 |
| Accounts payable | 1,324,237 |
| Accrued expenses | 5,315,162 |
| Prepaid tuition | 226,683 |
| COVID funding advances | 6,180,833 |
| Total current liabilities | 14,995,162 |
| Long-term debt, net of current portion and unamortized deferred costs | 18,686,018 |
| Total liabilities | 33,681,180 |
| Net assets without donor restrictions | 28,264,550 |
| Total liabilities and net assets | $ 61,945,730 |

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## BECKET ACADEMY; INC. AND AFFILIATES

### Consolidated Statement of Activities

### Year Ended June 30, 2020

| | |
|---|---|
| Changes in net assets without donor restrictions | |
| Revenue and support | |
| Tuition, fees and other support, net | $ 95,999,135 |
| State nutrition program | 142,289 |
| Contributions | 415,869 |
| Grant revenue | 30,000 |
| Long-term care stabilization revenue | 1,354,597 |
| Other revenue | 928,861 |
| Total revenue and support | 98,870,751 |
| Expenses | |
| Program expenses | |
| Education and home life | 79,541,733 |
| Supporting expenses | |
| General administration | 14,333,038 |
| Total expenses | 93,874,771 |
| Loss on disposal of property and equipment | (117,228) |
| Total change in net assets | 4,878,752 |
| Net assets, beginning of year | 23,385,798 |
| Net assets, end of year | $ 28,264,550 |

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

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidated Statement of Cash Flows

## Year Ended June 30, 2020

| | |
|---|---|
| Cash flows from operating activities | |
| Change in net assets | $ 4,878,752 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | |
| Depreciation and amortization | 3,156,476 |
| Loss on disposal of property and equipment | 117,228 |
| (Increase) decrease in | |
| Tuition and fees receivable, net | (5,035,724) |
| Prepaid expenses | 50,660 |
| Note receivable | 25,000 |
| Increase (decrease) in | |
| Accounts payable | 8,327 |
| Accrued expenses | 1,930,276 |
| Prepaid tuition | 4,044 |
| Proceeds from refundable advances | (194,191) |
| Estimated third-party payor settlements | 6,180,833 |
| Net cash provided by operating activities | 11,121,681 |
| Cash flows from investing activities | |
| Purchase of property and equipment | (3,780,883) |
| Purchase of other long-term asset | (586,187) |
| Net cash used by investing activities | (4,367,070) |
| Cash flows from financing activities | |
| Borrowings on line of credit | 496,247 |
| Proceeds from long-term borrowings | 4,014,000 |
| Principal payments on long-term borrowings | (1,414,332) |
| Payment of deferred financing costs | (32,361) |
| Net cash provided by financing activities | 3,063,554 |
| Net increase in cash and restricted cash | 9,818,165 |
| Cash and restricted cash, beginning of year | 7,352,061 |
| Cash and restricted cash, end of year | $ 17,170,226 |
| Breakdown of cash and restricted cash, end of year | |
| Cash | $ 17,167,299 |
| Replacement reserves | 2,927 |
| | $ 17,170,226 |
| Supplemental disclosures | |
| Noncash investing and financing transactions | |
| Acquisition of property and equipment with issuance of long-term debt to seller's financing company | $ 515,446 |

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

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## Nature of Business

Becket Academy, Inc. and Affiliates (the Organization) provides community-based and residential treatment and education services to children, adolescents and adults through various schools and programs. The programs provided jointly market themselves as the Becket Family of Services with the exception of Mountain Valley Treatment Center (MVTC).

Becket Academy, Inc. (Becket) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine with residential programs at locations in Gorham, Belgrade, Lewiston, Auburn and Litchfield, Maine, and Hampton, New Hampshire. Becket operates two region based special purpose schools to serve the residents at the programs and community students in need of specialized academic services. Becket also operates adult group homes in Maine, Massachusetts and New Hampshire.

MVTC is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. Becket is its sole member and they are currently governed by the same Board of Trustees. MVTC provides residential treatment for adolescents struggling with anxiety disorders at locations in Plainfield, New Hampshire.

Mount Prospect Academy, Inc. (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA has a self-perpetuating Board of Trustees completely separate from the Board which governs Becket. MPA is licensed by the State of New Hampshire and operates a residential school in Plymouth, New Hampshire, and several affiliated group homes in Rumney, Warren, Pike and Campton, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations. Effective July 1, 2019, ownership of all New Hampshire child care facilities owned by Becket or Vermont Permanency Initiative, Inc. (VPI) was transferred to MPA.

VPI is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the New England School for Girls and Vermont School for Girls, a residential treatment program for girls operated in Bennington, Vermont. VPI also operates the Vermont Assessment Center in Newbury, Vermont, and residential homes in Pike, New Hampshire. VPI offers community based support to youth and families in Vermont through the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is comprised of the same members as MPA, and completely separate from the Board which governs Becket and MVTC.

U.S. generally accepted accounting principles (U.S. GAAP) require consolidation of related organizations when common control and economic dependency exists. At June 30, 2020, common control exists between Becket and MVTC, and between MPA and VPI; however, common control did not exist across all entities. Despite the division of control among these various entities, economic dependency remains. As such, consolidation of all entities in 2020 is allowed but not required.

Effective August 1, 2019, Becket entered into an asset purchase and sale agreement with Lifeshare Management Group, LLC. Under the agreement, Becket assumed various business assets and contracts related to foster care and community day programs in Maine, New Hampshire, Rhode Island, South Carolina, and Florida. The purchase price of the agreement was $730,000 of which upon acquisition Becket paid $230,000 in cash and agreed to a $500,000 promissory note at 6% interest over a 24-month period. There were no liabilities assumed through the acquisition.

## 1. Summary of Significant Accounting Policies

### Recently Adopted Accounting Pronouncements

During 2020, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as investing activities. A reconciliation of the cash and cash equivalents and amounts generally described as replacement reserves in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2020 is an increase to cash and restricted cash, beginning of year of $15,024.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

### Principles of Consolidation

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

### Basis of Presentation

The accompanying consolidated financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. The Organization reports its activities and net assets in two classes: net assets without donor restrictions and net assets with donor restrictions.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Expirations of temporary restrictions on net assets (that is, situations in which the donor-imposed stipulated purpose has been accomplished and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets. The Organization had no net assets with donor restrictions as of June 30, 2020.

## Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated 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 highly liquid investments without donor restrictions and 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.

## Tuition and Fees Receivable

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances, net of discounts of $316,671 in 2020.

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

## Property and Equipment

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

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

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

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

**Replacement Reserves**

Becket has a mortgage note payable to Maine State Housing Authority (MSHA). This mortgage note requires Becket to maintain a replacement reserve fund in a separate account for the purpose of providing a cash reserve for future property replacement needs. This restricted amount is classified as "replacement reserves" in the consolidated statement of financial position and is generally not available for routine operating expenses.

**Deferred Costs**

Certain costs related to long-term debt, such as accountants, attorneys and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. As of June 30, 2020, the Organization had $315,744 in unamortized deferred costs presented as a direct deduction from the carrying amount of the related long-term debt. In addition, the amortization of the unamortized deferred costs is included with interest expense.

**Tuition, Fees and Other Changes in Net Assets**

Tuition, fees and other support are recorded as increases in net assets without donor restrictions 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 net assets without donor restrictions. Gains and losses on other assets and liabilities are reported as increases or decreases in net assets without donor restrictions 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.

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

**Income Taxes**

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

**Allocation of Costs**

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated proportionally based on payroll 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 $465,188 in 2020.

## 2. Availability and Liquidity of Financial Assets

As of June 30, 2020, the Organization had working capital of $15,587,639 and average days (based on normal expenditures) cash and cash equivalents on hand of 69.

Financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows as of June 30:

| | |
|---|---|
| Cash and cash equivalents | $17,167,299 |
| Tuition and fees receivable | 13,102,060 |
| Financial assets available at year end for current use | $30,269,359 |

The Organization has replacement reserves which are for restricted use and subject to MSHA approval. As a result, these replacement reserves are not considered available for general expenditure within the next year and are not reflected in the amount above.

The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

## 3. Significant Concentrations

Approximately 17% of the revenue recorded during 2020 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 14% of the revenue recorded during 2020 was from the Massachusetts Department of Mental Health and Developmental Services.

Approximately 12% of the revenue recorded during 2020 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under all but one Becket program that is cost reimbursed, but currently has no MaineCare residents, the Organization is reimbursed for the care of qualified residents at specified fee for service rates during the year. The rates are established by the MaineCare program and the programs must still follow the Principles of Reimbursement (the Principles) governing the respective programs.

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

## 4. Lines of Credit

Becket holds a line of credit agreement with Berkshire Bank under which Berkshire Bank agrees to advance up to $250,000 to Becket upon request. Monies advanced accrue interest at the rate of *The Wall Street Journal's* prime rate plus 0.5% (3.75% as of June 30, 2020). The line of credit is collateralized by a security interest in all assets of Becket. The Organization had an outstanding balance on the line of credit of $247,192 at June 30, 2020.

VPI holds a line of credit agreement with Passumpsic Savings Bank under which Passumpsic Savings Bank agrees to advance up to $250,000 to VPI upon request. Monies advanced accrue interest at the rate of 5%. The Organization had an outstanding balance on the line of credit of $249,055 at June 30, 2020. The line of credit is collateralized by various real estate in Bennington and Newbury, Vermont.

## 5. Long-Term Debt

Long-term debt consists of the following:

| | |
|---|---|
| **Becket Academy, Inc.** | |
| Note payable to TD Bank, due in monthly installments of $1,692, including interest at 5.48%, through December 2030; collateralized by real estate in Conway, New Hampshire. | $ 235,025 |

| | |
|---|---|
| Note payable to MSHA, due in monthly installments of $2,661, including interest at 7.0%, through April 2032; collateralized by land, buildings and equipment in Litchfield, Maine. | 248,210 |
| Note payable to MSHA, due in monthly installments of $1,830, including interest at 7.0%, through October 2029; collateralized by real estate in Lewiston, Maine. | 150,864 |
| Note payable to MSHA; due in monthly installments of $1,830, including interest at 5.5%, through December 2030; collateralized by real estate in Lewiston, Maine. | 74,172 |
| Note payable to Berkshire Bank, due in monthly installments of $36,336, including interest at LIBOR plus 2.50% (2.67% at June 30, 2020), through July 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine, and Massachusetts. | 5,766,776 |
| Note payable to Berkshire Bank, due in monthly installments of $6,477, including interest at the adjusted LIBOR rate plus 2.50% (2.67% as of June 30, 2020), through January 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine, and Massachusetts. | 934,368 |
| Note payable, due in monthly installments of $3,805, including interest at 5.0%, through June 2037; collateralized by real estate in Templeton, Massachusetts. | 525,000 |
| Construction note payable to Berkshire Bank, advance of up to $2,000,000 upon request, monthly interest only payments through December 2018 at *The Wall Street Journal's* prime rate plus 0.5%, principal and interest payments commenced on January 2019, including interest at the adjusted LIBOR rate plus 2.5% (2.67% as of June 30, 2020), through January 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine and Massachusetts. | 1,585,901 |
| Economic Injury Disaster Loan (EIDL) to Small Business Administration (SBA), payable in monthly installments of $2,136, including interest at 2.75%, beginning April 22, 2021. The loan is collateralized by all business assets. The loan is due and payable in April 2050. | 500,000 |
| Note payable to Centenne Corporation, due in monthly installments of $22,160, including interest at 6.0%, through August 2021; collateralized by business assets. | 278,248 |

| | |
|---|---|
| Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from $382 to $793, totaling $21,594. Interest rates range from 0% to 9.50%. Maturities range from July 2020 through June 2023. The notes are collateralized by vehicles. | 536,317 |
| Total Becket Academy, Inc. | 10,834,881 |
| **Mount Prospect Academy, Inc.** | |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $6,737, including interest at 4.25%, through February 2024 at which point monthly payments will increase to $7,300, including interest at *The Wall Street Journal's* prime rate plus 1% (4.25% at June 30, 2020), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire. | 958,232 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $8,374, including interest at 4.25%, through February 2024 at which point monthly payments will increase to $9,074, including interest at *The Wall Street Journal's* prime rate plus 1% (4.25% at June 30, 2020), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire. | 1,190,989 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $9,574, including interest at 4.25%, through February 2024 at which point monthly payments will increase to $10,374, including interest at *The Wall Street Journal's* prime rate plus 1% (4.25% at June 30, 2020), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire. | 1,361,657 |
| EIDL to SBA, payable in monthly installments of $641, including interest at 2.75% beginning June 3, 2021. The loan is collateralized by all business assets. The loan is due and payable in June 2050. | 150,000 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $2,220 beginning February 1, 2020 with an interest rate of $4.875% through February 2025 at which point interest will be based at *The Wall Street Journal's* prime rate plus 1%, through January 1, 2040, when the remaining balance is due in full. The note is collateralized by all business assets associated with the Rumney, New Hampshire program. | 334,892 |

| | |
|---|---|
| Note payable to Passumpsic Savings Bank, due in monthly installments of $1,646 beginning February 1, 2020 with an interest rate of $4.875% through February 2025 at which point monthly payments will increase to $1,742 at an interest rate at *The Wall Street Journal's* prime rate plus 1%, through January 1, 2040 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Warren, New Hampshire program. | 248,214 |
| Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $327 to $796, totaling $21,655. Interest rates range from 0% to 7.99%. Maturities range from July 2020 through January 2024. The notes are collateralized by vehicles and equipment. | 651,228 |
| Total Mount Prospect Academy, Inc. | 4,895,212 |
| **Mountain Valley Treatment Center** | |
| EIDL to SBA, payable in monthly installments of $2,136, including interest at 2.75% beginning April 21, 2021. The loan is collateralized by all business assets. The loan is due and payable in April 2050. | 500,000 |
| Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $369 to $766, totaling $9,029. Interest rates range from 0% to 5.79%. Maturities range from July 2020 through August 2024. The notes are collateralized by vehicles and equipment. | 134,965 |
| Total Mountain Valley Treatment Center | 634,965 |
| **Vermont Permanency Initiative, Inc.** | |
| Construction note payable to Passumpsic Savings Bank, advance of up to $1,905,000, due in monthly installments of $12,572, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 1,754,399 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $6,001, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 849,415 |

| | |
|---|---|
| Construction note payable to Passumpsic Savings Bank, advance of up to $540,000, due in monthly installments of $3,564, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 143,489 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $2,203, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 311,761 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $659, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 93,342 |
| EIDL to SBA, payable in monthly installments of $2,136, including interest at 2.75% beginning April 21, 2021. The loan is collateralized by all business assets. The loan is due and payable in April 2050. | 500,000 |
| Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $303 to $785, totaling $23,228. Interest rates range from 0% to 6.39%. Maturities range from November 2020 through July 2023. The notes are collateralized by vehicles and equipment. | 436,298 |
| Total Vermont Permanency Initiative, Inc. | 4,088,704 |
| | 20,453,762 |
| Less: Current portion | 1,452,000 |
| Unamortized deferred costs | 315,744 |
| Long-term debt, net of current portion and unamortized deferred costs | $ 18,686,018 |

Maturities of long-term debt are as follows:

| | |
|---|---|
| 2021 | $ 1,452,000 |
| 2022 | 1,204,000 |
| 2023 | 1,031,000 |
| 2024 | 851,000 |
| 2025 | 1,450,000 |
| Thereafter | 14,465,762 |
| | $ 20,453,762 |

Interest expense charged to operations, including amortization of deferred costs of $14,583, was $901,129 in 2020. Cash paid for interest approximates interest expense.

## 6. Commitments and Contingencies

### Operating Leases

The Organization leases facilities from various parties, including related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to senior management of the Organization. Total rent for all leases was $1,293,132 in 2020. Total rent paid to related parties was $315,000 in 2020.

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

| | |
|---|---|
| 2021 | $ 452,735 |
| 2022 | 264,366 |
| 2023 | 172,255 |
| 2024 | 109,620 |
| 2025 | 69,423 |
| Total | $ 1,068,399 |

### Self-Insurance

The Organization has a self-insured healthcare plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of $125,000 with an aggregate limit of $7,319,337 of the expected claims. At June 30, 2020, the Organization has accrued $447,312 under the self-insurance contract, for estimated unpaid claims, which is reported in the Organization's accrued expenses in the consolidated statement of financial position.

### Litigation

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

## 7. Defined Contribution Retirement Plans

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

Employer contributions were as follows in 2020:

| | |
|---|---|
| Becket | $ 258,814 |
| MPA | 268,106 |
| MVTC | 54,555 |
| VPI | 144,886 |
| Total | $ 726,361 |

## 8. Service Provider Tax

The Maine Legislature enacted legislation that repealed the sales tax on certain kinds of services and replaced it with a new Service Provider Tax (SPT). This law imposes a 6% SPT on the "value" (i.e., sales price) of certain services provided in the State, including Private Non-Medical Institutions services and certain clinical and outpatient services. Providers are taxed based on all revenue, regardless of source, received for the purpose of providing food, shelter and treatment. MaineCare is then reimbursing facilities for their portion of the tax by increasing their direct care per diem rate. The portion of the tax paid on revenue generated from private pay residents will not be funded by MaineCare.

Total SPT expense was $558,973 in 2020.

## 9. Functional Expenses

The costs of providing the programs are summarized on a functional basis as follows for the year ended June 30, 2020:

| | Education and Home Life | General Administration | Total |
|---|---|---|---|
| Salaries and wages | $ 43,720,084 | $ 8,729,110 | $ 52,449,194 |
| Employee benefits | 6,574,814 | 1,230,848 | 7,805,662 |
| Payroll taxes | 3,557,218 | 812,630 | 4,369,848 |
| Transportation and travel | 1,155,721 | 194,700 | 1,350,421 |
| Professional services | 1,906,879 | 264,081 | 2,170,960 |
| Provider stipends | 6,109,570 | - | 6,109,570 |
| Food and supplies | 4,349,712 | 824,870 | 5,174,582 |
| Utilities | 1,428,726 | 271,477 | 1,700,203 |
| Depreciation | 2,583,169 | 558,724 | 3,141,893 |
| Interest | 744,286 | 156,843 | 901,129 |
| Insurance | 752,400 | 141,509 | 893,909 |
| Rental and repairs expense | 2,596,288 | 465,213 | 3,061,501 |
| Other | 4,062,866 | 683,033 | 4,745,899 |
| Total | $ 79,541,733 | $ 14,333,038 | $ 93,874,771 |

## 10. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2020, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

## 11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security (CARES) Act, a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding. During 2020, the Organization obtained $6,180,833 under the CARES Act Paycheck Protection Program (PPP). The PPP has specific criteria for eligibility and provides for forgiveness of the funds under this program if the Organization meets certain requirements. Any portion of the funds that are not forgiven is to be repaid within 2 years at a 1% interest rate. As of June 30, 2020, the Organization is reporting the PPP funds as refundable advances in the consolidated statement of financial position.

During 2020, the Organization obtained $1,650,000 under the CARES Act EIDL program. The funds will be repaid over 30 years at a 2.75% interest rate beginning in April 2021. As of June 30, 2020, the Organization is reporting the EIDL funds as long term debt in the consolidated statement of financial position.

The Organization has received emergency grant funding under the CARES Act from the Centers for Medicare & Medicaid Services and passed through States and Area Agencies totaling $1,354,597 to offset the cost impact. While management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated. These funds are recognized as long-term care stabilization revenue in the statement of activities. The Organziation has also received emergency grant funding under the CARES Act from the U.S. Department of Health and Human Services totaling $885,000 to offset the cost impact. While management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated. These funds are recognized as other revenue in the statement of activities.

## 12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through December 22, 2020, which is the date that the consolidated financial statements were available to be issued.

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# SUPPLEMENTARY INFORMATION

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidating Statement of Financial Position

## June 30, 2020

## ASSETS

| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Consolidated Total |
|---|---|---|---|---|---|---|
| Current assets | | | | | | |
| Cash and cash equivalents | $ 4,942,042 | $ 5,693,665 | $ 1,736,348 | $ 4,795,244 | $ - | $ 17,167,299 |
| Tuition and fees receivable, net | 5,111,568 | 5,629,319 | 12,643 | 2,359,700 | (11,170) | 13,102,060 |
| Current portion of note receivable | 33,000 | - | - | - | (33,000) | - |
| Prepaid expenses | 180,901 | 94,304 | 31,494 | 6,743 | - | 313,442 |
| Total current assets | 10,267,511 | 11,417,288 | 1,780,485 | 7,161,687 | (44,170) | 30,582,801 |
| Property and equipment | | | | | | |
| Land and land improvements | 2,026,151 | 1,277,178 | 149,925 | 1,020,248 | - | 4,473,502 |
| Buildings and building improvements | 13,636,403 | 8,412,381 | 971,154 | 5,395,147 | - | 28,415,085 |
| Leasehold improvements | 898,631 | 2,381,422 | - | 36,610 | - | 3,316,663 |
| Vehicles and equipment | 1,872,664 | 1,527,378 | 507,164 | 1,278,207 | - | 5,185,413 |
| Furniture and fixtures | 1,267,275 | 651,367 | 233,531 | 87,326 | - | 2,239,499 |
| Construction-in-progress | 491,095 | 238,475 | 21,353 | 934 | - | 751,857 |
| | 20,192,219 | 14,488,201 | 1,883,127 | 7,818,472 | - | 44,382,019 |
| Less accumulated depreciation | 5,277,220 | 5,187,944 | 1,044,260 | 1,994,062 | - | 13,503,486 |
| Property and equipment, net | 14,914,999 | 9,300,257 | 838,867 | 5,824,410 | - | 30,878,533 |
| Other assets | | | | | | |
| Other long-term asset | 481,469 | - | - | - | - | 481,469 |
| Replacement reserves | 2,927 | - | - | - | - | 2,927 |
| Note receivable, net of current portion | 717,000 | - | - | - | (717,000) | - |
| Due from related parties | 3,821,072 | - | 202,577 | - | (4,023,649) | - |
| Total other assets | 5,022,468 | - | 202,577 | - | (4,740,649) | 484,396 |
| Total assets | $ 30,204,978 | $ 20,717,545 | $ 2,821,929 | $ 12,986,097 | $ (4,784,819) | $ 61,945,730 |

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidating Statement of Financial Position (Concluded)

## June 30, 2020

## LIABILITIES AND NET ASSETS

| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Consolidated Total |
|---|---|---|---|---|---|---|
| Current liabilities | | | | | | |
| Line of credit | $ 247,192 | $ - | $ - | $ 249,055 | $ - | $ 496,247 |
| Current portion of long-term debt | 704,000 | 339,000 | 93,000 | 349,000 | (33,000) | 1,452,000 |
| Accounts payable | 956,599 | 201,519 | 47,652 | 129,637 | (11,170) | 1,324,237 |
| Accrued expenses | 2,029,326 | 2,200,073 | 331,436 | 754,327 | - | 5,315,162 |
| Prepaid tuition | - | - | 226,683 | - | - | 226,683 |
| Refundable advances | - | 3,630,385 | 597,200 | 1,953,248 | - | 6,180,833 |
| Total current liabilities | 3,937,117 | 6,370,977 | 1,295,971 | 3,435,267 | (44,170) | 14,995,162 |
| Long-term liabilities | | | | | | |
| Long-term debt, net of current portion and unamortized deferred costs | 9,952,929 | 4,498,138 | 1,287,794 | 3,664,157 | (717,000) | 18,686,018 |
| Due to related parties | - | 1,165,492 | - | 2,858,157 | (4,023,649) | - |
| Total long-term liabilities | 9,952,929 | 5,663,630 | 1,287,794 | 6,522,314 | (4,740,649) | 18,686,018 |
| Total liabilities | 13,890,046 | 12,034,607 | 2,583,765 | 9,957,581 | (4,784,819) | 33,681,180 |
| Net assets without donor restrictions | 16,314,932 | 8,682,938 | 238,164 | 3,028,516 | - | 28,264,550 |
| Total liabilities and net assets | $ 30,204,978 | $ 20,717,545 | $ 2,821,929 | $ 12,986,097 | $ (4,784,819) | $ 61,945,730 |

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidating Statement of Activities

## Year Ended June 30, 2020

| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Consolidated Total |
|---|---|---|---|---|---|---|
| Changes in net assets without donor restrictions | | | | | | |
| Revenue and support | | | | | | |
| Tuition, fees and other support, net | $ 44,434,445 | $ 32,260,282 | $ 4,299,572 | $ 15,004,836 | $ - | $ 95,999,135 |
| State nutrition program | 54,203 | 88,086 | - | - | - | 142,289 |
| Management fees | 1,428,688 | - | - | - | (1,428,688) | - |
| Contributions | 1,000 | 204,683 | 210,186 | - | - | 415,869 |
| Grant revenue | 10,000 | 10,000 | - | 10,000 | - | 30,000 |
| Long term care stabilization revenue | 395,893 | 958,704 | - | - | - | 1,354,597 |
| Other revenue | 965,983 | 177,728 | 60,426 | 135,320 | (410,596) | 928,861 |
| Total revenue and support | 47,290,212 | 33,699,483 | 4,570,184 | 15,150,156 | (1,839,284) | 98,870,751 |
| Expenses | | | | | | |
| Program expenses | | | | | | |
| Education and home life | 41,857,807 | 23,277,150 | 3,335,808 | 11,378,914 | (307,946) | 79,541,733 |
| Supporting expenses | | | | | | |
| General administration | 3,949,248 | 7,780,273 | 1,561,687 | 2,573,168 | (1,531,338) | 14,333,038 |
| Total expenses | 45,807,055 | 31,057,423 | 4,897,495 | 13,952,082 | (1,839,284) | 93,874,771 |
| (Loss) gain on disposal of property and equipment | (89,242) | (14,583) | 5,939 | (19,342) | - | (117,228) |
| Change in net assets | 1,393,915 | 2,627,477 | (321,372) | 1,178,732 | - | 4,878,752 |
| Net assets, beginning of year | 14,921,017 | 6,055,461 | 559,536 | 1,849,784 | - | 23,385,798 |
| Net assets, end of year | $ 16,314,932 | $ 8,682,938 | $ 238,164 | $ 3,028,516 | $ - | $ 28,264,550 |

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## BECKET ACADEMY, INC. AND AFFILIATES

### Consolidating Statement of Functional Expenses

### Year Ended June 30, 2020

| | Education and Home Life | | | | | | General Administration | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Total Program Expenses | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Total Supporting Expenses | Total Expenses |
| Salaries and wages | $ 21,038,780 | $ 14,372,045 | $ 1,448,915 | $ 6,860,344 | $ - | $ 43,720,084 | $ 2,323,198 | $ 4,345,432 | $ 650,463 | $ 1,410,017 | $ - | $ 8,729,110 | $ 52,449,194 |
| Employee benefits | 3,048,925 | 2,023,649 | 253,543 | 1,248,697 | - | 6,574,814 | 370,325 | 490,052 | 113,824 | 256,647 | - | 1,230,848 | 7,805,662 |
| Payroll taxes | 1,707,677 | 1,115,851 | 119,293 | 614,397 | - | 3,557,218 | 247,438 | 373,631 | 65,283 | 126,278 | - | 812,630 | 4,369,848 |
| Total personnel costs | 25,795,382 | 17,511,545 | 1,821,751 | 8,723,438 | - | 53,852,116 | 2,940,961 | 5,209,115 | 829,570 | 1,792,942 | - | 10,772,588 | 64,624,704 |
| Advertising | 106,434 | 79,686 | 146,065 | 25,239 | - | 357,424 | 11,826 | 24,257 | 66,494 | 5,187 | - | 107,764 | 465,188 |
| Athletic transport and recreation | 55,990 | 135,067 | 43,187 | 59,885 | - | 294,129 | - | - | - | - | - | - | 294,129 |
| Auto repairs and leasing | 368,129 | 225,804 | 14,236 | 63,160 | (71,323) | 600,006 | 40,903 | 68,737 | 6,481 | 12,981 | (23,775) | 105,327 | 705,333 |
| Bad debts, net of recoveries | 3,573 | 223 | 59,206 | - | - | 63,002 | - | - | - | - | - | - | 63,002 |
| Consultation | 128,160 | 52,849 | 29,299 | 129,916 | - | 340,224 | 14,240 | 16,088 | 13,338 | 26,702 | - | 70,368 | 410,592 |
| Contracted labor | 607,154 | - | - | - | - | 607,154 | - | - | - | - | - | - | 607,154 |
| Dues and subscriptions | 19,285 | 12,781 | 4,340 | 1,465 | - | 37,871 | 2,143 | 3,891 | 1,976 | 301 | - | 8,311 | 46,182 |
| Equipment rental and maintenance | 129,109 | 83,708 | 9,215 | 25,998 | - | 248,030 | 14,345 | 25,482 | 4,195 | 5,343 | - | 49,365 | 297,395 |
| Facilities rental expense | 905,840 | 317,296 | 96,912 | 39,175 | (236,623) | 1,122,600 | 100,649 | 96,588 | 44,118 | 8,052 | (78,875) | 170,532 | 1,293,132 |
| Farm | 1,097 | 2,689 | 9,553 | - | - | 13,339 | - | - | - | - | - | - | 13,339 |
| Food and supplies | 676,801 | 732,357 | 86,211 | 447,158 | - | 1,942,527 | 75,200 | 222,937 | 39,247 | 91,905 | - | 429,289 | 2,371,816 |
| Heating fuel | 332,572 | 85,429 | 15,139 | 64,885 | - | 498,025 | 36,952 | 26,005 | 6,892 | 13,336 | - | 83,185 | 581,210 |
| Home life supplies | 253,190 | 162,107 | 20,194 | 73,751 | - | 509,242 | 28,132 | 49,347 | 9,193 | 15,158 | - | 101,830 | 611,072 |
| Infirmary supplies | 50,150 | 116,524 | 23,603 | 29,495 | - | 219,772 | - | - | - | - | - | - | 219,772 |
| Insurance | 425,602 | 187,050 | 34,267 | 105,481 | - | 752,400 | 47,289 | 56,940 | 15,600 | 21,680 | - | 141,509 | 893,909 |
| Interest | 347,730 | 183,878 | 52,413 | 160,265 | - | 744,286 | 44,070 | 55,974 | 23,860 | 32,939 | - | 156,843 | 901,129 |
| Management fees | - | - | - | - | - | - | - | 1,016,467 | 140,984 | 271,237 | (1,428,688) | - | - |
| Materials and supplies | 34,555 | 27,219 | 3,482 | 5,510 | - | 70,766 | 3,839 | 8,286 | 1,585 | 1,132 | - | 14,842 | 85,608 |
| Office supplies | 716,613 | 481,717 | 63,292 | 115,953 | - | 1,377,575 | 79,624 | 146,640 | 28,813 | 23,832 | - | 278,909 | 1,656,484 |
| Other | 1,183,455 | 90,829 | 87,186 | 73,161 | - | 1,434,631 | 131,502 | 27,650 | 39,690 | 15,036 | - | 213,878 | 1,648,509 |
| Other occupancy costs | 376,747 | 186,735 | 16,744 | 75,197 | - | 655,423 | 41,861 | 56,844 | 7,622 | 15,455 | - | 121,782 | 777,205 |
| Pension contribution | 232,933 | 205,538 | 37,489 | 120,184 | - | 596,144 | 25,881 | 62,568 | 17,066 | 24,702 | - | 130,217 | 726,361 |
| Professional services | 623,000 | 104,988 | 180,000 | 51,513 | - | 959,501 | 69,222 | 31,960 | 81,943 | 10,588 | - | 193,713 | 1,153,214 |
| Provider stipends | 6,109,570 | - | - | - | - | 6,109,570 | - | - | - | - | - | - | 6,109,570 |
| Real estate taxes | 189,271 | 153,928 | 39,411 | 74,213 | - | 456,823 | 21,030 | 46,857 | 17,941 | 15,253 | - | 101,081 | 557,904 |
| Repair and maintenance | 253,372 | 228,794 | 50,856 | 92,630 | - | 625,652 | 28,152 | 69,647 | 23,152 | 19,038 | - | 139,989 | 765,641 |
| Student clothing and personal items | 29,277 | 131,915 | 340 | 48,483 | - | 210,015 | - | - | - | - | - | - | 210,015 |
| Student educational supplies | 26,519 | 184,500 | 471 | 18,340 | - | 229,830 | - | - | - | - | - | - | 229,830 |
| Teacher training and development | 48,735 | 87,466 | 79,185 | 22,808 | - | 238,194 | - | - | - | - | - | - | 238,194 |
| Telephone | 259,239 | 133,433 | 32,088 | 87,317 | - | 512,077 | 28,804 | 40,618 | 14,608 | 17,946 | - | 101,976 | 614,053 |
| Travel | 337,950 | 412,147 | 35,130 | 76,365 | - | 861,592 | 37,550 | 125,462 | 15,993 | 15,695 | - | 194,700 | 1,056,292 |
| Utilities | 192,727 | 151,455 | 14,005 | 60,437 | - | 418,624 | 21,414 | 46,104 | 6,376 | 12,422 | - | 86,316 | 504,940 |
| Depreciation | 1,037,646 | 807,493 | 230,538 | 507,492 | - | 2,583,169 | 103,659 | 245,809 | 104,950 | 104,306 | - | 558,724 | 3,141,893 |
| Total | $ 41,857,807 | $ 23,277,150 | $ 3,335,808 | $ 11,378,914 | $ (307,946) | $ 79,541,733 | $ 3,949,248 | $ 7,780,273 | $ 1,561,687 | $ 2,573,168 | $ (1,531,338) | $ 14,333,038 | $ 93,874,771 |

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MOUNT PROSPECT
ACADEMY
*Client-Centered Continuum of Care*

# Board of Directors

## 2021

| | |
|---|---|
| John Bownes | Plymouth, New Hampshire |
| James Carey | Plymouth. New Hampshire |
| Paul Fitzgerald | Campton, New Hampshire |
| Michael Sullivan | Campton, New Hampshire |
| Charles Wheeler | Campton, New Hampshire |
| Jeff Caron, President and Treasurer (non voting) | Plymouth, New Hampshire |
| Jeff Park, Secretary (non voting) | Plymouth, New Hampshire |

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# Jeffrey S. Caron

## Professional Experience

**President and Executive Director, 2008-Present**

Mount Prospect Academy: Plymouth, New Hampshire

- Responsible for admissions and discharge planning for 5 distinct intensive residential programs over northern New Hampshire serving over 250 students annually.
- Design and oversee programs
- Responsible for setting vision and mission
- Development of services to meet the changing needs of youth in the State of New Hampshire
- Curriculum development
- Treatment program development
- Assure compliance with NH-DCYF, NH-DJJS, VT-DCF, MA-DMH, and MA-DCF
- Directly supervise ten director-level employees to ensure a high quality of service

**President, 2014 to Present**

Vermont Permanency Initiative: Bennington, Vermont

- Responsible for analyzing entire budget and making steps to make program financially viable
- Working with administration and providing leadership through transition
- Initiate academic leadership and improve academic instruction, programming, administrative advocacy, physical plant improvements
- Oversee and implement new Admission Department
- Implement New Administrative Structure
- Oversee transition i.e., Policy, Human Resources, Clinical, Academic, Residential scheduling, maintenance, etc.
- Assure compliance with VT-DMH, VT-DCF, VT-AOE, NH-DHHS, NH-DMH, MA-DCF, RI-DCF, NY-DCF, ME-DCF.
- Directly supervise Executive Directors to ensure a high quality of service
- Develop and maintain high quality of services within the VT S+S community Based Services throughout the state of Vermont.

**Executive Director, 2001-2003**

Life Centered Learning Institute: Tilton, New Hampshire .

- Responsible for day to day operational and functional oversight of the program
- Design and coordinate all academic programming
- Staff development
- Curriculum development
- Framework compliance
- Staff hiring and evaluations

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# JOHN T. SEARS

## PROFESSIONAL PROFILE

Skilled financial accounting professional with thirty years of steady growth. Areas of expertise include leading the complete month-end close process, full balance sheet reconciliation, internal and external financial reporting, budgeting, forecasting, cash management, fixed assets, inventory, years of hands-on experience in many capacities in the hospitality industry.

## PROFESSIONAL EXPERIENCE

COLWEN HOTELS, Portsmouth, NH 1/2017-Present

**DIRECTOR of HOTEL ACCOUNTING**

- Manage and train team of three direct, two indirect reports who complete month end close/Balance Sheet reconciliation for portfolio of 32 hotels.
- Maintaining budget, and forecast files for portfolio.
- Review financials with General Managers monthly.
- Deliver accurate, timely financial reporting package for 15 hotels monthly.
- Collaborate with CFO in development and deployment of SOP's.
- Manage Transition/Opening accounting checklist
- Mentor and train accounting staff in Income Journal processing, month end close, cash and balance sheet reconciliations.

**REGIONAL CONTROLLER**

- Manage complete month end close/Balance Sheet reconciliation for portfolio of seven hotels.
- Responsible for training and oversite of property accountants at full service properties.
- Responsible for accurate, timely full financial reporting to three different ownership groups.
- Member of Advisory Committee, which develops and implements best practices and SOP's.
- Responsible for Cash Management of 19 bank accounts including weekly reconciliation.
- Perform monthly on-site training for hotel management staff.
- File MA and NJ Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly.

PYRAMID HOTEL GROUP LLC, Boston, MA 3/2014-1/2017

**CENTRALIZED CONTROLLER**

- Manage complete month end close/Balance Sheet reconciliation for four active, three inactive hotels.
- Responsible for accurate, timely full financial reporting to four different ownership companies.
- Responsible for Cash Management, including 26 bank accounts.
- File MA, FL, AZ, HI Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly.
- Perform Task Force assignments – due diligence, property take-over/disposition teams.

**CONTROLLER**

- Member of the Executive Committee.
- Manage an accounting staff of three associates for a $11 Million, 293 room hotel featuring 189 Prime restaurant, Lobby Lounge, Characters Sports Bar, Conference Center, Room Service, and Gift Shop.
- Responsible for accurate, timely financial reporting to ownership, including SOI, monthly forecast, and weekly productivity reporting.
- Produce annual budget.
- File MA Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly.

HEI HOTELS & RESORTS, Embassy Suites - Waltham, MA 9/2013-3/2014

**DIRECTOR of FINANCE**

- Member of the Executive Committee.
- Manage an accounting staff of three associates for an $18 Million, 275 room hotel featuring full service Restaurant, Bar, and Conference Center, Suite Service, and Gift Shop revenue centers.

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# JOHN T. SEARS

## PROFESSIONAL EXPERIENCE (Continued)

- Responsible for accurate, timely financial reporting to ownership and management company, including Income Statement, Mid-month Reforecast, Daily Sales Report, and productivity reporting.
- Produce annual budget.
- File Massachusetts Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly.

WEDGE HOTELS CORPORATION, Wyndham Boston/Chelsea, MA 3/2005-9/2013
**CONTROLLER**

- Member of the Executive Committee.
- Managed an accounting staff of three associates for a $6 Million, full service hotel, restaurant and bar.
- Responsible for accurate, timely financial reporting to ownership.
- Produce annual budget.
- Performed Task Force - due-diligence, property takeover/disposition teams.

THE ATKINSON RESORT & COUNTRY CLUB, Atkinson, NH 6/2003-3/2005
**CONTROLLER**

- Member of the Executive Committee, Marketing Committee, and Operations Committee.
- Managed an accounting staff of six for a $15 million Golf resort with Hotel and full F&B.
- Responsible for accurate, timely financial reporting to ownership and quarterly audits by CPA firm.
- Instituted the company's first budgeting and reconciliation.
- Implemented Micros 3700 POS system.

MAST INDUSTRIES, INC., Andover, MA 1/2001-6/2003
**SENIOR FINANCIAL ANALYST – Financial Reporting**

- Produced internal and external consolidated financial reports for $1.6 billion Company.
- Audited and posted financial statements of foreign production offices and joint ventures to the G/L.
- Member of Hyperion Enterprise consolidation software implementation team.

RADISSON HOTEL & SUITES, Chelmsford, MA 1992-2001
**ASSISTANT CONTROLLER** (1998-1/2001)

- Coordinated and led entire month-end close for full service hotel and conference center.
- Supervised and trained A/P Clerk, A/R Clerk, General Cashier, Payroll Manager, and Night Auditors.
- Reconciled entire balance sheet, Filed Massachusetts Room Occ., Meals, S&U taxes monthly.

**Staff Accountant** (1997 – 1998) Conducted month-end and reconciliations for limited service hotel.
**Accounts Payable Manager/General Cashier** (1994 – 1997) A/P for three hotels, and daily cash deposits.
**Night Audit Supervisor** (1992 – 1994) Accurately computed and reported nightly revenues and payments.
**Waiter, Bartender, Food Preparation, Dishwasher** (1985 – 1999) For fine dining and casual restaurants.

## RECOGNITION

**ACE Award – Pyramid Hotel Group, LLC Quarter 2, 2014 Best Flow-Thru %.**
**ACE Award – Pyramid Hotel Group, LLC Quarter 3, 2014 Best Reporting Report Card.**
**"Yes There Is A Way" Award – MAST Industries Quarter 1, 2002.** Hyperion database implementation.
**"Most Valuable Manager" Award 1999 – Radisson Hotel & Suites.**

## EDUCATION

| | |
|---|---|
| **Bachelor of Science in Business Administration** | Plymouth State University, Plymouth, NH |
| **Associate of Business Science – Accounting** | Mount Washington (Hesser) College, Nashua, NH |

# JOHN R. FULP, M.ED., C.A.G.S.

## QUALIFICATIONS

Several years of successful education and experience in Educational and Behavioral Mental Health Leadership.

## AFFILIATIONS and SKILLS

- Keeping Maine's Children Connected (KMCC)

- Maine Department of Education's: Effective Transition Planning Task Force. (SPDG)

-Maine Administrators of Service for Children with Disabilities (MADSEC)

-New Hampshire Association of Special Education Administrators (NHASEA)

-Maine Parent Federation, Board Member

Microsoft Suite (including; Excel, Access, Word, PowerPoint, Outlook, Explorer), CASE E and NHSES/Easy IEP (Special Ed./I.E.P. reporting systems)

## CERTIFICATIONS

Educational

NH – 0006, Special Ed. Administrator Certification No. 88760 (Current)
NH – 0003, Principal Certification No. 88760 (Current)
NH – 1900, General Special Ed. Certification No. 88760 (Current)
NH – 1855, Emotional and Behavioral Disabilities Certification No. 88760 (Current)

ME – 010, Superintendent (K-12) Certification No. 417114 (Current)
ME – 030, Special Education Administrator (K-12) Certification No. 417114 (Current)
ME – 040, Building Administrator/Principal (K-12) Certification No. 417114 (Current)
ME – 079, Special Education Consultant (K-12) Certification No. 417114 (Current)
ME – 282, Exceptional Student Ed. (K-8) (7-12) Certification No. 417114 (Current)

FL – Educational Leadership (All Levels) Certification No. 1112791 (Current)
FL – Exceptional Student Ed. (K-12) Certification No. 1112791 (Current)

Professional

Behavioral Health Professional (BHP) – Behavioral Health Sciences Institute (Current)
Safety Care – Quality Behavioral Solutions, QBS (Current)
Therapeutic Crisis Intervention (TCI) – Cornell University (Current)
CPR/AED & First Aid – Red Cross (Current)

## EDUCATION

| | |
|---|---|
| 1/11-8/15 | Certificate of Advanced Graduate Study Program, Ed. Leadership/Special Ed. Administration, Superintendent, University of Southern Maine (Complete) |
| 9/06-5/09 | Master of Education, Educational Leadership, Plymouth State University (Complete) |
| 2/98-12/04 | Bachelor Science, Psychology and Law, Plymouth State University (Complete) |

## EMPLOYMENT

8/2018 – present Superintendent and Director of Operations, Mount Prospect Academy Inc.

I founded, and serve as the Superintendent of, Ashuelot Velley Academy in Keene, NH and Squamscott River Academy in North Hampton, NH. I am also the Director of Operations for all of Mount Prospect Academy Inc.'s Residential facilities, leading a team of Executive Directors through all aspects of operations including but, not limited to (Fiscal Optimization, Recruiting, Teaching, Inspiring the team to evolve and grow professionally and personally, Danielson based Teacher and Lesson Evaluation, IDEIA Compliance, I.E.P. writing and case management, Functional Behavioral Analysis, Payroll, Scheduling, Recruitment, Budgeting, Marketing, Student/Faculty Discipline and Support, Arranging Transportation, Coordinating Community Service Initiatives, Professional Development and Training, Curriculum/Program Development, Assessment, and Evaluation, Implementing and maintaining behavioral incentive systems, job placement and acting as an intermediary between sending school districts, state agencies, and the Mount Prospect Academy organization.)

7/2016 – 8/2018 Superintendent Special Education Director, Kittery Academy, Connections for Kids

I dually served as the consulting Special Education Director for the Kittery Academy, advising on; leadership, special education compliance, curriculum design, documentation, staff and program evaluation, physical plant management, supervision.

11/2012 – 8/2018 Director of Education and School Based Services, Connections for Kids, Affiliate of the Becket Family of Services.

I conceived and started Connections for Kids school based services while serving as Head of Schools for Becket, and continue to direct all aspects of operations and future course. Since the inception of our school based services, we have built behavioral mental health services collaborations with several school districts in Maine and together we have accomplished many individualized successes including; keeping students in district, transitioning students back into district, and teaching children the skills they need to access the general education setting,

Connections for Kids school based services are State of Maine, Department of Health and Human Services, approved behavioral health services (Section 65, 28, and Outpatient Counseling) designed to give students individualized support within the public school environment. Students that qualify and are enrolled in the school based services are afforded an extra layer of behavioral and mental health support within their current academic setting, by Clinicians and Behavioral Health Professionals (BHPs), so out of district placement in a specialized school does not need to be considered as quickly.

9/2009 – 11/12 Head of Schools, Executive Leadership of the Androscoggin Learning and Transition Center

The Androscoggin Learning and Transition Center is a not-for-profit 501 (c) 3 alternative school for grades 7-12. We provide individualized education, health, therapeutic and transitional services with the goal of helping students work through the program so that they can graduate or return to their sending school with the confidence, skills and the self-esteem they need to succeed. Our students go on to be successful in college, the military, or in the work force.

Some of my responsibilities included but were not limited to: Recruiting, Teaching, Inspiring the team to evolve and grow professionally and personally, Danielson based Teacher and Lesson Evaluation, IDEIA Compliance, I.E.P. writing and case management, Functional Behavioral Analysis, Payroll, Scheduling, Recruitment, Budgeting, Marketing, Student/Faculty Discipline and Support, Arranging Transportation, Coordinating Community Service Initiatives, Professional Development and Training, Curriculum/Program Development, Assessment, and Evaluation, Implementing and maintaining behavioral incentive systems, job placement and acting as an intermediary between sending school districts, state agencies, and the Becket organization.

9/2006 – 92009 Principal/Special Ed. Director/Case Manager, & Teacher, The Life Centered Learning Institute, Alternative Academic and Vocational Program. Becket Family of Services

Overseeing faculty professional development, student affairs and discipline along, with budget and physical plant management.

The Life Centered Learning Institute was also a not-for-profit 501 (c)3 alternative school for grades 6-12. We provided individual educational, health, therapeutic and transitional services with the goal of helping them work through the program so that they can graduate or return to their sending school with the confidence, skills and self-esteem they need to succeed.

9/2005 – 9/2006
Residential Director, East Haverhill Academy part of the Becket Family of Services. Overseeing the daily operations of the East Haverhill Academy Boys and upstart of Girls residential campuses. Holding community therapeutic group sessions, faculty professional development etc.

8/2004-9/2005
Residential Director, Becket House at Campton part of the Becket Family of Services. Transitioned, into a new facility, developed designed and implemented meaningful and treatment related programming based in community leadership and self-sufficiency.

11/2003- 8/2004
Revenue/Reservations Manager, the Wyndham Garden Hotel – RTP, NC

Customer Service/Reservations/Group Reservations, scheduling airline crew arrivals and departures, staff coordination. Overall emphasis on positively impacting monthly revenue by selling the hotels amenities at the most competitive rate.

4/2002-9/2003
Residential Director, Wreath School/Mount Prospect Academy part of the Becket Family of Services.

Overseeing and coordinating the needs of adolescents and faculty development, as well as physical plant and budgetary management.

**REFERENCES**

Upon Request

**Richard Phelps, LICSW**

EDUCATION

September 1989-May 1991 — Springfield College, Springfield, MA
Master of Science, Social Work

September 1982-May 1986 — University of Lowell, Lowell, MA
Bachelor of Arts, Psychology

EXPERIENCE

February 2019-Present

**Mount Prospect Academy Director of Clinical Services**

Responsible for clinical oversight of 7 residential treatment programs designed to provide clinical treatment to at risk males and females ranging from 11-21 years of age. Duties include but not limited to:

- Providing trauma informed training and Evidenced Based Trainings for new and existing employees
- Supervision of Master's Level clinical faculty
- Providing licensure supervision for eligible candidates for licensure
- Providing oversight and consultation in support of starting and developing new treatment programs
- Program Design

August 2008-February 2019

**Mount Prospect Academy, Plymouth NH**
**Executive Director**

Responsible for providing oversight to two residential treatment milieus as well as an alternative academic setting for at-risk youth referred by the states of NH, MASS and VT. Currently responsible for budget oversight, administrative supervision, program growth, and professional development and mentoring. Also, responsible for facilitating professional growth for clinical department and ongoing supervision of master's level clinicians as well as clinical interns. Additional duties include but not limited to: assessment and treatment planning for at-risk youth, providing training and consultation for residential faculty and other staff, facilitating team meetings for students with the focus on permanency planning, crisis intervention support, and supporting the overall vision of the organization as a member of the senior leadership team. Extensive experience working with the following treatment issues:

- Substance Abuse
- Mental Health/Psychiatric issues
- Conduct and Behavioral Issues
- Substance/Co-Occurring Disorders
- Sexually reactive behaviors
- Trauma informed care

- Learning Disorders
- Developed, Implemented, and provided ongoing supervision of comprehensive short-term assessment program for at risk youth.

Presented or co-presented on the following:

- Trauma Informed Care
- Vicarious Trauma and the importance of Wellness
- Trauma and the impact on Learning
- How to integrate the ARC model of care into residential treatment

July 2005-
August 2008

**Clinician**

Responsible for providing case management and clinical services for as many as fourteen at risk adolescents. Duties include but not limited to: individual and family therapy, facilitation of group treatment and development of psych social assessments and individual treatment plans.

August 1997-
June 2005

**Lowell Middlesex Academy Charter School, Lowell MA**
**Teacher/Clinician**

Responsible for providing a safe, structured learning environment for at risk, high school age youth. This included development and implementation of curriculum focusing on life skills acquisition. Duties include individual counseling, crisis intervention, peer mediation training, facilitation of educational groups focused on substance use, conflict resolution, teen pregnancy, and personal control; clinical consultant to staff; community networking.

September 1995-
August 1999

**Lowell Public Schools, Lowell MA**
**City and Arts Magnet Schools, Behavior Modification Center Monitor**

Responsible for facilitating a safe, secure learning environment in a public middle school for emotionally disturbed and delinquent students. Duties include: creating behavioral plans with students, peer mediation/conflict resolution, individual and group counseling, crisis intervention, staff education regarding urban issues effecting youth and families and case management including family intervention. In addition, taught standardized testing preparation as content and motivational leader. School representative to the District Attorney's Juvenile Justice Task Force.

August 1990-
August 1995

**Massachusetts Department of Social Services, Lowell MA**
**Social Worker III.**

Responsible for the ongoing assessment and treatment of families with multiple issues in a child welfare agency. Duties include: case management, crisis intervention, clinical planning, court liaison, client advocacy and community networking. Experience with physical and sexual abuse, neglect, substance abuse and domestic violence. Supervision of MSW intern.

CERTIFICATIONS:

*Licensed Independent Clinical Social Worker, NH
*Mediator
*Batterer Intervention Provider
*Trauma Focused Cognitive Behavioral Therapist
*Trained EMDR therapist
*Past NH Social Work Board Chair on the Board of Mental Health Practice

# RACHEL UMBERGER

## EXPERIENCE

**OCTOBER 2016 – CURRENT**

**CLINICAL DIRECTOR,** BECKET FAMILY OF SERVICES (CAST)

Responsible for oversight of six person clinical and permanency team with focus on short-term assessment completion for adjudicated adolescent males. Responsible for developing and implementing training to different milieu settings, supervision of direct reports and ensuring quality of all clinically-related documentation.

**MAY 2013 – OCTOBER 2016**

**MILIEU CLINICIAN/CLINICAL COORDINATOR,** BECKET FAMILY OF SERVICES (CAST)

Provided clinical services to adjudicated adolescent males. Responsible for completing requisite paperwork relative to cases (treatment plans, psychosocial, case notes). Administered assessments to clients and crafted comprehensive assessment report. Received two awards for outstanding work and dedication to students.

## EDUCATION

**MAY 2013**

**CLINICAL MENTAL HEALTH COUNSELING,** PLYMOUTH STATE UNIVERSITY

GPA: 3.85, Specializations: Children and Adolescents, GLBTQ+ population. 2012-2013: Chi Sigma Iota, National Counselor Education Honor Society (Advocacy Chair). 2011-present: American Mental Health Counselor Association. 2010-2011, 2016-present: New Hampshire Mental Health Counselor Association. Awarded first Master's level internship at Plymouth State University Counseling and Human Relations Center.

**MAY 2007**

**B.A,** UNIVERSITY OF NEW HAMPSHIRE

Major: Women's Studies, History. Minor: Gender Studies. University of New Hampshire President's Commission on the Status of Women "Student of the Year"; University of New Hampshire Undergraduate Research Conference, Award of Excellence, oral session.

## SKILLS

- EMDR-trained
- Interpretation of psychological assessments
- Assessment writing
- Valid LCMHC license
- ARC, YLS-CMI trained

603.496.8913

# RACHEL UMBERGER

## EDUCATION

Plymouth State University, Plymouth, NH - M.Ed. (GPA: 3.85) 2013 Clinical Mental Health Counseling
*Specializations: Children and adolescents; GLBTQ+ population*

University of New Hampshire, Durham, NH – M.A.* 2008-2009 Justice Studies

University of New Hampshire, Durham, NH - B.A. (Cum Laude) 2007 Major(s): Women's Studies, History
Minor: Gender Studies

Duke University, Durham, N.C. – B.A.* 2003 – 2005 Major(s): Undeclared

*Completed coursework*

## EXPERIENCE

CLINICAL MENTAL HEALTH COUNSELOR INTERN
*Counseling and Humans Relation Center*
*Plymouth State University, Plymouth, NH* *2011-current*
-First Master's level student offered internship at site (spanned two academic years)
-Managed case load of 8 – 16 students (aged 18-26) per semester
-Gained experience in group therapy, outreach to classes, the international student population and crisis intervention
-With assistance of supervisor gained valuable experience related to various clinical treatment modalities (E.g. Cognitive Behavioral Therapy, Person-Centered Therapy), case conceptualization, diagnostic and assessment

GRADUTE TEACHING ASSISTANT – CULTURAL DIVERSITY
*Plymouth State University, Plymouth, NH* *2010-current*
-Offered position for three consecutive years (one of only two people in history of position)
-In charge of grading papers, taking attendance and communicating with 80 – 120 students per semester
-Established close working relationship/mentorship with supervisor and learned pedagogical teaching approaches and classroom management skills
-Received - and continue to receive – very positive end-of-semester reviews (no negative ones to date)

GRADUATE ASSISTANT – GENERAL COUNSEL'S OFFICE
*University System of New Hampshire, Durham, NH* *2008-2009*
-Offered graduate assistantship for academic year that covered tuition and living costs
-Worked closely with the General Counsel for the University System of New Hampshire and Assistant General Counsel
-Was responsible for culling 10+ years of "Client Files" in the General Counsel's office
-Point person for managing electronic systematizing, record-keeping and storage for "Client Files"

ASSISTANT TO HEAD OF SCHOOL
*Corwin-Russell School, Sudbury, MA* *2007-2008*
-Youngest full-time faculty member and one of three administrative positions at the school
-Responsible for facilitating all communication between parents and faculty and the school and public school Special Education professionals
-Became part of the school community through advising students, coaching and substitute teaching

## PROFESSIONAL MEMBERSHIPS

2012 – present: Chi Sigma Iota, National Counselor Education Honor Society
2011 – present: American Mental Health Counselor Association
2010 – 2011: New Hampshire Mental Health Counselor Association

## AWARDS

2011 – Awarded first Master's level internship position at Plymouth State University Counseling and Human Relations Center
2007 – University of New Hampshire President's Commission on the Status of Women "Student of the Year"
2007 – University of New Hampshire Undergraduate Research Conference; Award of Excellence, Oral Session
2003 – Full-scholarship to Duke University (Track and Field)
2002 – Adidas Outdoor Track and Field National Champion (800 m.)

## PUBLICATIONS

2007 – *Microenterprise: Antipoverty or Antiwoman?*; University of New Hampshire Online Sociology Journal

## VOLUNTEER WORK

2012 – present: Chi Sigma Iota, member of Executive Board, Advocacy Chair
2010 – present: member of Conference Planning Committee for Counselor Education and School Psychology Department at Plymouth State University
-planned, coordinated and executed two university-wide conferences with department faculty member and other students
2008 – 2010: CASA (Court Appointed Special Advocate)
-legally advocated for children under the age of 18 in the New Hampshire Court System

P.O. BOX 462
CAMPTON, NH

# Ian T. Detamore

| | |
|---|---|
| **Objective** | To maintain a safe and therapeutic residential treatment program for students and faculty. |
| **Education** | **M.Ed., School/Community Counseling,** Ohio University. Athens, Ohio (06/2008)<br>**B.A., Psychology,** University of Cincinnati. Cincinnati, Ohio (12/2005) |
| **Certifications** | **New Hampshire Licensed Clinical Mental Health Counselor (LCMHC)** #872. (08/2011 - Present)<br>**National Certified Counselor (NCC)** # 266484. (04/2010 - Present)<br>**Ohio Licensed Professional Counselor (LPC)** #C.0700403. (07/2008 - Present)<br>**Certificate of Deaf Studies.** (01/2005)<br>**Trauma Focused- Cognitive Behavioral Therapy.** (11/2010 - Present)<br>**American Heart Association, Healthcare Provider CPR/AED.** (11/2010 - Present)<br>**Therapeutic Crisis Intervention (TCI) Instructor.** (05/2014 - Current)<br>**Eye Movement Desensitization and Reprocessing (EMDR).** (05/2016 - Present) |
| **Experience** | **Leadership Positions**<br>• Executive Director - Becket Family of Services (MPA). Campton, NH (01/17 - Present)<br>• Clinical Director - Becket Family of Services. Campton, NH (01/15 - 01/17)<br>• Director of Operations - Becket Family of Services. Plymouth, NH (07/14 - 01/15)<br>• Treatment Coordinator - Becket Family of Services. Plymouth, NH (01/11 - 01/15)<br>• Permanency Specialist - Becket Family of Services. Dover, NH (01/10 - 01/11)<br>• Community Clinician - Becket Family of Services. Campton, NH (07/08 - 01/10)<br>• School Counselor, Intern - Meigs Middle School. Pomeroy, OH (02/08 - 06/08)<br>• School Counselor, Intern - Trimble High School. Glouster, OH (08/07 - 02/08)<br>• Counselor, Intern - Health Recovery Services, CDCA. Athens, OH (06/07 - 03/08)<br><br>**Organizational Ability**<br>• Implemented agency wide, monthly trainings for 60+ faculty members.<br>• Provided oversight to residential treatment facility for 29 students.<br>• Trained in TBRI, TF-CBT, EMDR & ARC<br>• Facilitate agency trainings for Therapeutic Crisis Intervention (TCI)<br>• Planned and scheduled faculty clinical assignments for 75+ students.<br>• Advised the Juvenile Fire Setters Prevention Group, 8 Students.<br>• Human Rights Committee<br>• Established Mount Prospect Academy's Sub-Acute Treatment program, 12 students.<br>• Developed and Implemented Mental and Behavioral Health Treatment Pathways.<br>• Developed Mount Prospect Academy's Mental and Behavioral Health Group Curriculum.<br><br>**Communications / Language / Creative Projects**<br>• Safety Committee. 2017<br>• Community Clinician Award of Excellence. Winter 2009<br>• Effective communication skills in American Sign Language (ASL) |
| **Activities** | • **American School Counseling Association,** member (1/07- Current)<br>• **American Counseling Association,** member (1/07- Current)<br>• **Chi Sigma Iota,** National Honors Counseling Society (3/07- Current)<br>• **Graduate Assistant,** Ohio University Counseling Department (1/08-6/08)<br>• **Teaching Assistant,** Introduction to Psychology (2/04- 1/05) |

# Joseph Patrick Michel

## Education

**Plymouth State University**, Plymouth, NH- Bachelor of the Arts
Major: Criminal Justice
Learning the three major components of the criminal justice system that include law enforcement, the courts, and prisons. Understanding what factors led to a crime being committed, by not only examining the offender, but the surrounding circumstances. Relevant classes including: Criminal Adjudication, Juvenile Delinquency, Law Enforcement Environment, Criminology, Foundations of Sociology and Sociology of the Family.

**Dover- Sherborn Regional High School**, Dover, MA – 2004-2007

## Employment History

**Light Equipment Operator/Town Employee**, Dover Parks and Recreation, Dover, MA – 2010
Responsible for field maintenance of town.

**Camp Counselor**, Chickering Camp, Dover, MA – 2004-2010
Responsible for safety of children, and helping them progress in certain skills that will help them later in life.

**General Employee**, Dover Mobil Gas Station, Dover MA 2011-2012
Responsible for store orders, daily customer service, and some work assisting the mechanic. Developed and executed people skills, and everyday maintenance skills needed on automobiles.

**Community Leader**, Becket House of Campton, Campton NH 03223. 2012- 2014

**Program Manager**, Becket House of Campton, Campton NH 03223. 2014-2015

**Program Manager**, Becket House of Plymouth (CAST), Plymouth NH 03264. 2015-2016

**Dean of Students**, Mount Prospect Academy, Plymouth NH 03264. 2016-2018

**Residential Administrator**, Mount Prospect Academy, Plymouth NH 03264. 2018-2019

**Executive Director**, MPA Adventure Therapy, Warren NH 03279. 2019- Present

LeRoy Hollis

## PROFILE

I am a Licensed Masters level Social Worker with four years' experience as a mental health clinician. Since January 2016 I have been working as a milieu clinician with Becket Family of Services in Campton New Hampshire providing individual and group trauma informed therapy with at risk adolescent youth. Prior to moving to New Hampshire I worked in Connecticut for fourteen years' as a child protection social worker with the Department of Children and Families.

## EXPERIENCE

Mount Prospect Academy- 2016-present

**Executive Director** MPA Pike Programs 2020-present
Oversee the Pike Campus
Provide Administrative oversight

**Clinical Director** 2019-present
Oversee clinical and permanency team
Facilitate clinical training
Provides direct supervision to the milieu clinician's and permanency coordinators.

**Milieu Clinician**: Becket Family of Services Campton NH 2016-2019

Becket House of Campton

Sub-Acute Program

Enhanced Residential Treatment Program

Milieu Clinician work with adolescent youth who have been adjudicated delinquent and placed residentially. The clinician provides individual and group counseling as well as crisis intervention and stabilization using trauma informed modalities.

Provide Individual and Group counseling within the Milieu Setting

Provide Family Counseling within the program and home setting

**Outpatient therapist**: Genesis Behavioral Health, 111 Church Street, Laconia NH

The individual clinician provides counseling for adults with persistent mental and behavioral health issues.

**Child Protection Social Worker**: Department of Children and Families State of Connecticut 322 Main Street, Willimantic, Ct 06226 April 2001-2015

Child Protection Social Worker's work directly with families towards creating, preserving, and strengthening appropriate familial functioning. As well as ensuring child safety. The social worker

is responsible for creating various reports including writing Case Plans, Social Studies, Investigation reports, and court petitions.

Over the past fourteen years I have been assigned to several positions within the Department, including In-home unit, Placement Unit, Voluntary Services Unit, and Investigations. Ten years-experience as a Child Abuse Investigator.

Forensic Interviewer-Interview children who are the victims of childhood sexual abuse and or serious physical abuse.

Downey Side for Children and Youth 2000-2001

Downey Side is a non-profit adoption agency that had an office in Rocky Hill Connecticut. I worked as an adoption social worker recruiting and licensing perspective adoptive families who adopted children placed within the child protection agencies in several states.

Natchaug Hospital
189 Storrs Rd, Mansfield Center, CT 06250 1997-1999

Natchaug Hospital is a private psychiatric hospital that serves children and adults with mental health and behavioral issues. I worker at Natchaug Hospital as a Mental Health Worker on the Child and Adolescent inpatient units.

**United State Navy** 1986-1996

I served ten years in the Navy as a Hospital Corpsman providing medical care to Sailors and Marines in various environments.

**EDUCATION**

Associates of Human Services: Quinnebaug Valley Community College 1998

Bachelors of Social Work: Eastern Connecticut State University 2000

Masters of Social Work: Springfield College 2007

**State Licensure**: LICSW # 2185 New Hampshire

**Training and Certifications:**

CATP 2019

SOTP 2019

EMDR 2017

Certificate of Trauma Studies 2014- the Trauma Center at JRI

Working with Traumatized Children 2014

The Developmental Impact of Trauma 2012

Reframing the Aftermath of Child/Adolescent Sexual Abuse 2008

Clinical Training in Treatment of Children with Trauma-Attachment Problems 2008. Forty hour training in Dyadic Developmental Psychotherapy

Forensic Sexual Abuse Interviewing Cornerhouse 2007

**SKILLS:**

Individual trauma informed counseling

Group Counseling

Child Abuse Investigator

Forensic Interviewer

Trauma Champion

Case Management

Leadership

# Samantha Bynum Hammond, LICSW

## OBJECTIVE

Obtain an administrative clinical position in order to further enhance clinical and supervisory skills needed to meet the needs of clients served, as well as the mission of the agency.

## EDUCATION

**California State University, Fullerton** **May 2014**
Masters of Social Work
Concentration: Community Mental Health

**Sonoma State University** **May 2011**
Bachelor of Arts, Psychology
Minor: Women's and Gender Studies

## RELATED WORK EXPERIENCE

**San Bernardino County Department of Behavioral Health (DBH)** **Rialto, CA** **November 2018-Present**
*Clinical Therapist II—(Triage, Engagement, and Support Team) (Children & Youth Collaborative Services)*
• Provide both clinical and administrative individual and group supervision to field-based Clinical Therapist I's and Social Worker II's who are co-located at Children and Family Services, Law Enforcement agencies, Hospitals, and University sites.
• Complete Work Performance Evaluations and review and approve timesheets and scheduling requests for staff under supervision.
• Monitor state programs involving children's mental health services in the county, including the ASIST MDT meetings, implementation of the county's Electronic Health Record, and the CASE program.
• Participate in Multidisciplinary Team Meetings as the representative for the Department of Behavioral Health Children's Services to collaborate with other county agencies and discuss service needs for Commercially Sexually Exploited Children (CSEC) throughout San Bernardino County.
• Provide trainings to county employees and county contract providers in support of adherence to county and state documentation standards, including TCOM/CANS training.

**Bridge Vision Inc.** **San Bernardino, CA** **June 2018-April 2019**
*Licensed Clinical Social Worker—Private Practice*
• Provided individual and family therapy to clients insured through IEHP. Completed necessary assessments, treatment plans, and progress notes for client care and insurance billing.

**San Bernardino County DBH** **San Bernardino, CA** **April 2017-November 2018**
*Clinical Therapist I—Children & Youth Collaborative Services (CYCS)*
• Provided intensive case coordination for children and youth throughout the county who require intensive mental health services. Services included: linkage and consultation, collateral support, clinical assessment and treatment planning, individual therapy, and family therapy.
• Conducted Annual Program Reviews for contract agencies to ensure adequate service delivery and appropriate documentation of services for MediCal billing.
• Acted as DBH Liaison for Children's Residential Intensive Services programs to ensure adherence to DBH policy as well as scope of practice and billing.

**Monterey County Children's Behavioral Health** **Salinas, CA** **June 2014-April 2017**
*Psychiatric Social Worker I—(Family Reunification Partnership Program) (Therapeutic Visitation Program) (Emergency Cherish Response) (Bates Child Advocacy Center)*
• Assessed children at 23 hour emergency shelter after they were removed from their caregivers, collaborating with partner agencies to determine placement in context of dependency court.

- Provided support to children who experienced sexual abuse as they participated in Forensic Interviewing process and offered referrals to their families for additional mental health service needs.
- Provided individual and family therapy to adults and children involved in the reunification process of dependency court.

**The Children's Village of Sonoma County** **Santa Rosa, CA** **March 2011-August 2012**
*Team Lead/House Parent* **May 2013-August 2013**

- Supervised a team of 6-8 house staff in providing care to 6 foster youth living in a group home.
- Collaborated with the treatment teams of each foster child and facilitated weekly staff meetings.
- Managed activity schedules, staff meetings, family visitation, and budget of group home.

## INTERNSHIP EXPERIENCE

**Canyon Ridge Hospital** **Chino, CA** **August 2013-May 2014**
*Masters of Social Work Intern—Group Therapy Department and Assessment & Referral Department*

- Utilized evidence-based therapeutic interventions to facilitate group, family, and individual therapy sessions for adult and adolescent patients age 13 and older.
- Assessed and diagnosed patients admitted to psychiatric hospital both voluntarily and involuntarily.
- Provided appropriate referrals for individuals seeking inpatient and outpatient services.

**Orange County Adult Mental Health Outpatient Clinic** **Anaheim, CA** **August 2012-May 2013**
*Masters of Social Work Intern—TAY PACT Care Coordinator*

- Managed a caseload of clients in the Transition Age Youth Program for Assertive Community Treatment (TAY PACT) between the ages of 18 and 26.
- Provided individual, family, and group therapy for clients at outpatient clinic.
- Consulted daily with other TAY PACT care coordinators from all Orange County clinics.

**Verity (Formerly United Against Sexual Assault)** **Santa Rosa, CA** **June 2010-June 2011**
*Crisis Line Counselor*

- Counseled individuals calling 24/7 crisis line regarding struggles with past and present sexual assault.
- Accompanied victims/survivors of sexual assault to sexual assault examinations and court hearings.

## CERTIFICATES/LICENSES

**NH Board of Mental Health—Licensed Independent Social Worker** **June 2020-June 2022**
License #2360
*Approved by the board to provide clinical supervision to unlicensed clinicians*

**CA Board of Behavioral Sciences—Licensed Clinical Social Worker** **July 2017-Present**
License # LCSW78117
*Currently Inactive Status*
*Required classes completed to provide clinical supervision to registered clinicians*

**Board of Behavioral Sciences—Associate Clinical Social Worker** **August 2014-July 2017**
Registration # 63071

**5150/5585 Hold Writer Authorization** **December 2018-December 31, 2020**
Control # 4630

**Psychological First Aid/Disaster Mental Health** **January 2018**

**CPR/First Aid** **August 15, 2017**

**Trauma-Informed Care Training Series** **2015-2016**

**CANS Certification** **April 2017**

# Samantha Bynum Hammond, LICSW

## REFERENCES

**Heather Copeland, LMFT** (951) 522-4608
Clinic Supervisor, San Bernardino County CYCS

**Dianne Wolkenhauer, PhD** (909) 633-8622
Program Manager, San Bernardino County CYCS

**Giovanna Morelli, LCSW** (831) 234-8110
Clinic Supervisor, Monterey County Children's Behavioral Health

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MOUNT PROSPECT
ACADEMY
*Client-Centered Continuum of Care*

# MOUNT PROSPECT ACADEMY, INC.

Key Personnel

| Name | Job Title |
|---|---|
| Jeffrey Caron | President, MPA |
| John Sears | Chief Financial Officer |
| John Fulp | Director of Operations |
| Richard Phelps | Director of Clinical Services |
| Vacant | Director of Medical Services |
| Rachel Umberger | Executive Director, MPA at Plymouth (CAST and Summit) and MPA at Rumney |
| Ian Detamore | Executive Director, MPA at Campton (ERT and Shelter Care) |
| Joe Michel | Executive Director, MPA at Warren |
| LeRoy Hollis | Executive and Clinical Director, MPA at Pike (Hall Farm and SubAcute) |
| Samantha Hammond | Executive and Clinical Director, MPA at Hampton |

Subject: Residential Treatment Services for Children's Behavioral Health

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Orion House, Incorporated | | 1.4 Contractor Address<br>139 Elm Street,<br>Newport, NH 03773 | |
| 1.5 Contractor Phone Number<br>(603) 863-4918 | 1.6 Account Number<br>See Exhibit C | 1.7 Completion Date<br>June 30, 2024 | 1.8 Price Limitation<br>$1,301,055 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Danielle Paranto 324103440F8B4A4...<br>Date: 6/30/2021 | | 1.12 Name and Title of Contractor Signatory<br>Danielle Paranto<br>Executive Director | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja Fox E09D05B04C63442...<br>Date: 7/9/2021 | | 1.14 Name and Title of State Agency Signatory<br>Katja Fox<br>Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Catherine Pinos | | On: 7/15/2021 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials DS DP
Date 6/30/2021

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.



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6/30/2021
Date

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Date 6/30/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



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6/30/2021
Date

**New Hampshire Department of Health and Human Services**
**Residential Treatment Services for Children's Behavioral Health**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

## Scope of Services

### 1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

**1.11. Staffing, Training and Development**

**1.11.1. Talent Strategy**

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

**1.11.2. Staffing Ratios**

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

**1.11.3. Staff Training and Development**

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

**1.12. Collaborative Care**

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

**1.13. Admissions, Discharges and Transitions**

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

**1.14. Restraint and Seclusion Practices**

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

**1.15. Children's System of Care Values**

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

**1.16. Cultural and Linguistic Diversity**

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

**1.17. Multidisciplinary Approach**

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

**1.18. Treatment Settings**

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

**1.19. Targeted and Active Treatment**

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

**1.20. Trauma Informed Care**

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

**1.21. Evidence Based Practices**

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
1.21.1.2. Cognitive Behavior Therapy
1.21.1.3. Dialectic Behavior Therapy
1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

**1.22. Clinical and Medical Standards**

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

**1.23. Aftercare**

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

**1.24. Medication Procedures**

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

**1.25. Policies and Procedures**

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

**1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within ten (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

**2. Residential Treatment Levels of Care**

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

| 2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds | | | | |
|---|---|---|---|---|
| **Level of Care** | **Vendors Name of the Program** | **Location: City/Town and State** | **Maximum Number of Contracted Beds** | **Shared Beds** |
| **Reserved** | | | | |
| Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B) | Orion House | Newport, NH | 8 | 8 Beds shared with Level 2 |
| Level of Care 2, Intermediate Treatment | Orion House | Newport, NH | 8 | 8 Beds shared with Level 1B |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |

**2.4. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

2.4.1. The Contractor shall provide residential treatment services Level of Care 1, Supportive Community Level of Treatment (1B), Independent Living, supervised living in a community based out of home treatment setting designed for individuals who manifest mild behavioral and emotional challenges and who are capable of engaging in community-based activities to:

2.4.2. The goal of this setting is to provide the maximum amount of community integration and Independent Living to an individual with minimal supports The Contractor shall provide services to the youths or young adults at this level of care for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but not limited to:

2.4.2.1. Minimal supports in the community
2.4.2.2. Case Management
2.4.2.3. Supervision
2.4.2.4. Vocational Training
2.4.2.5. Medication Monitoring, as clinically indicated
2.4.2.6. Crisis Intervention

2.4.3. **Staffing**

2.4.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.4.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.4.3.2.1. Awake Hours 1:6 resident to staff ratio.

2.4.3.2.2. Awake Overnight: 1:12 for youth 16 or older: for 18 and older, the Contractor may either have an asleep or awake overnight, which may be supplemented with technology from another unit on property.

2.4.3.2.3. Clinical: 1:10 when clinical services are delivered onsite.

2.4.3.2.4. Family Worker: 1:8, who will collaborate with Care Management Entity.

2.4.3.2.5. Medical Care: Nursing-available for consultation. If Qualified Residential Treatment Program (QRTP) Clinical and Nursing shall be available 24/7, based on client needs.

2.4.4. **Supported Visits**

2.4.4.1. Supported visitation are not required of this program level.

2.4.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.

2.4.4.3. The Contractor may provide family visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.4.5. **Educational Services**

2.4.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.4.5.2. The Contractor shall connected the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.4.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with but not limited to:

2.4.5.3.1. Transitional Services.
2.4.5.3.2. Vocational Services.
2.4.5.3.3. Formal Education.
2.4.5.3.4. Training Programs.
2.4.5.3.5. Independent Living Skills.

**2.4.6. Transportation**

2.4.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.4.6.1.1. Court Hearings.
2.4.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.4.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.4.6.1.4. Recreation (clubs, sports, work).

2.4.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.4.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.4.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.4.6.2.3. Purchasing public transportation passes.
2.4.6.2.4. Paying for cab fare.
2.4.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.4.6.3. The Contractor shall encourage the individual to utilize parent/caregiver and/or public transit when available in order to meet the transportation expectations in 2.4.6.1.

2.4.6.4. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.4.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.5. Level of Care 2, Intermediate Treatment**

2.5.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.5.1.1. Residential treatment and community based services based on the individual's unique needs.

2.5.1.2. Professionals, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

2.5.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.5.2.1. Safe environment
2.5.2.2. Supervision dependent on the need of the individual and program model.
2.5.2.3. Community Supports
2.5.2.4. Access to public school education or alternative approved educational setting
2.5.2.5. Specialized social services
2.5.2.6. Behavior management,
2.5.2.7. Recreation
2.5.2.8. Clinical Services
2.5.2.9. Family Services
2.5.2.10. Vocational Training
2.5.2.11. Medication Monitoring, as clinically indicated
2.5.2.12. Crisis Intervention

**2.5.3. Staffing**

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.5.3.2.1. Direct Care Staff/Milieu

2.5.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.5.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.5.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.

2.5.3.2.1.4. Family Worker: Case Manager 1:8

2.5.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.5.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.5.3.2.2. Medical Care

2.5.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.5.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

**2.5.4. Supported Visits**

2.5.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.5.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.5.5. Educational Services**

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.5.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.5.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:
- 2.5.5.4.1. Transitional Services.
- 2.5.5.4.2. Vocational Services.
- 2.5.5.4.3. Formal Education.
- 2.5.5.4.4. Training Programs.
- 2.5.5.4.5. Independent Living Skills.

2.5.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.5.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.5.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.5.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.5.6. Transportation**

2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
- 2.5.6.1.1. Court Hearings.
- 2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.5.6.1.4. Recreation (clubs, sports, work).

2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
- 2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.5.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.5.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.5.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.5.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.5.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.5.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**3. Specific Residential Treatment Program Requirements**

**3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.**

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the

positions, which were negotiated. The Department will provide approval in writing.

**3.2. Reserved**

**3.3. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

**3.3.1. Orion House Independent Living**

3.3.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:6 | 1:8 |
| Direct Care 2nd shift | Milieu 1:6 | 1:8 |
| Direct Care Overnight | Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight | 1:8 |
| Clinical Ratio | 1:10 | 1:16 |
| Family Worker | 1:8 | 1:16 |
| Family Therapist | Not required | Not allocated |
| Transportation | Not Required | Not allocated |
| Case Manager | Not required | 1:8 |
| Board certified behavioral analyst (BCBA) | Not required | Not allocated |
| Nursing Staff | If QRTP Clinical and Nursing 24/7 available, based on client needs | Not allocated |
| Psychiatrist | Not required | Not allocated |
| Psychologist | Not required | Not allocated |
| Medical Doctor, APRN | Not required | Not allocated |
| | * Not required indicates that a | |

| | | |
|---|---|---|
| | specific position/personnel was not required or as a ratio | |

### 3.4. Level of Care 2, Intermediate Treatment

#### 3.4.1. Orion House Intermediate Treatment

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:4 | 1:4 |
| Direct Care 2nd shift | Milieu 1:4 | 1:4 |
| Direct Care Overnight | Awake overnight: 1:8; minimum 2 staff available for programs | 1:8 |
| Clinical Ratio | 1:10 | 1:16 |
| Family Worker | 1:8 | 1:16 |
| Family Therapist | Not required | Not allocated |
| Transportation | Not Required | Not allocated |
| Case Manager | See Family Worker | 1:8 |
| Board certified behavioral analyst (BCBA) | Not required | |
| Nursing Staff | Medical Care: Clinical and Nursing 24/7available, based on client needs | Not allocated |
| Psychiatrist | Not required | Not allocated |
| Psychologist | Not required | Not allocated |
| Medical Doctor, APRN | Not required | Not allocated |
| Other | * Not required indicates that a specific | |

| | | |
|---|---|---|
| | position/personnel was not required or as a ratio | |

3.5. **Reserved**

3.6. **Reserved**

3.7. **Reserved**

3.8. **Reserved**

3.9. **Reserved**

3.10. **Reserved**

## 4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

## 5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

| Table A |
|---|
| **Key Output and Process Data** |
| The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. |

| |
|---|
| Number of children currently placed in the program |
| Percent of contracted beds currently used |
| Turnover information (e.g., total number of staff, how many left, and reason why) |
| Number of days the program does not meet contractually required staffing ratios |
| Number of accepted referrals/new admissions (and location prior to admission) |
| Number of rejected referrals |
| Number of children discharged (and the reason for discharge) |
| Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation) |
| Key dates per child: referral, acceptance, admission, discharge |
| Number of family planning team treatment meetings (and caregiver, youth attendance) |
| Number of treatment meetings led by youth |
| Number of contacts with family/caregivers |
| Percent of children placed outside of their school district |
| CANS score information per child (from CANS system report - e.g., score # at referral, at discharge) |
| Number of restraints |
| Number of seclusions |
| Discharge locations |
| Whether or not the CME was involved |

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

## 6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

**Table B**

| Category | Key performance metrics: |
|---|---|
| **Referral** | • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps]<br>• Median time from referral to acceptance<br>• Median time from referral to admission |
| **Family & youth engagement** | • % of treatment meetings where youth participates<br>• % of treatment meetings where caregiver participates<br>• Median # of contacts with family/caregivers per month per child |
| **Quality of treatment** | • % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)*<br>• Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay |
| **Transition & discharge** | • Median length of stay: days from admission to discharge to less restrictive setting<br>• % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days<br>• % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (*based on internal data which DHHS will access through CME and DCYF system)*<br>• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge<br>• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (*based on internal DCYF data which DHHS will access)* |

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners

and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

6.2.1.3. Reduced use of emergency departments and other physical health services.

6.2.1.4. Reduced use of out of district placement for school.

6.2.1.5. Increased school attendance and attainment.

6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.

6.2.2.3. Attending monthly meetings focused on performance.

6.2.2.4. Adjusting key performance metrics.

6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.

6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.

6.2.2.7. Participating in inspections of any of the following:

6.2.2.7.1. The facility premises.

6.2.2.7.2. Programs and services provided.
6.2.2.7.3. Records maintained by the Contractor.

6.2.2.8. Participating in training and technical assistance activities as directed by the Department.

6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.

6.2.2.10. Adjusting program delivery.

6.2.2.11. Focusing on a range of performance topics that include but are not limited to:

6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),

6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.

6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal

advancement, in providing consistent, high-quality services.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.

6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:

6.2.4.1. Actions to be taken to correct each deficiency;

6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;

6.2.4.3. A time line for implementing the actions above;

6.2.4.4. A monitoring plan to ensure the actions above are effective; and

6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

**7. Additional Terms**

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

**8. Records**

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical 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.

8.1.2. All records must 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.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services**
**Residential Treatment Services for Children's Behavioral Health**
**EXHIBIT C**

## Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

3. For the purposes of this Agreement:

3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.

4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

| **Program - Orion House Level 1** | |
|---|---|
| Residential for eligible youth per day | $207.40 |
| **Program - Orion House Level 2** | |
| Residential for eligible youth per day | $211.70 |

4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and

emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $1,301,055.00

4.5.2. SFY 22: $433,685.00

4.5.3. SFY 23: $433,685.00

4.5.4. SFY 24: $433,685.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.5. 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.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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



Vendor Initials DP (DS)

Date 6/30/2021

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.

Vendor Name:

6/30/2021
Date

DocuSigned by:
Danielle Paranto
3241034DFBB454...
Name: Danielle Paranto
Title: Executive Director

## CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

DocuSigned by:
Danielle Paranto
3241044DFB84541...

6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director

DS
DP

## 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



Contractor Initials DS DP

Date 6/30/2021

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:

DocuSigned by:
Danielle Paranto
12410344DFBB454...

6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director

DS
DP

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

DocuSigned by:
Danielle Paranto
32410324DF884...

6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director

**New Hampshire Department of Health and Human Services**
**Exhibit H**

## 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:

DocuSigned by:
Danielle Paranto
3241038ADFB8438...

6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director



DS
DP
Contractor Initials

6/30/2021
Date

## 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials DP

Date 6/30/2021

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

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

| | |
|---|---|
| Department of Health and Human Services | Orion House Inc |
| The State | Name of the Contractor |
| DocuSigned by: Katja Fox | DocuSigned by: Danielle Paranto |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja Fox | Danielle Paranto |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | Executive Director |
| Title of Authorized Representative | Title of Authorized Representative |
| 7/9/2021 | 6/30/2021 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## 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:

DocuSigned by:
Danielle Paranto

6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director



Contractor Initials DS DP
Date 6/30/2021

## 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: 101404580

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

**New Hampshire Department of Health and Human Services**

Exhibit K

**DHHS Information Security Requirements**

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

## IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor, for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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# State of New Hampshire

# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ORION HOUSE, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 10, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66567**

Certificate Number: **0005387538**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of June A.D. 2021.

William M. Gardner

Secretary of State

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# CERTIFICATE OF AUTHORITY

I, Heidi Patten, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Orion House.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 18 June, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Danielle Paranto, Executive Director
(may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Orion House to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/29/21

Heidi Patten
Signature of Elected Officer
Name: Heidi Patten
Title: Board President

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2021

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

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

| PRODUCER | CONTACT NAME: Beth Cothran | |
|---|---|---|
| McCrillis & Eldredge Insurance | PHONE (A/C, No, Ext): (603) 863-3636 | FAX (A/C, No): (603) 863-5177 |
| 2 North Main Street | E-MAIL ADDRESS: beth.cothran@crossagency.com | |
| P. O. Box 539 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Newport NH 03773 | INSURER A : Berkley Regional Specialty Ins. Co. | |
| INSURED | INSURER B : Eastern Alliance Insurance Co | 10724 |
| Orion Prevention Information & Education Inc | INSURER C : | |
| 139 Elm Street | INSURER D : | |
| | INSURER E : | |
| Newport NH 03773 | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: CL2162962127 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | HHS8586275 | 01/17/2021 | 01/17/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Professional Liability | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 0000589244 | 04/18/2021 | 04/18/2022 | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate holder is added as an Additional Insured under the Commercial General Liability policy if required by written contract

CERTIFICATE HOLDER

State of NH - DHHS-DCYF
126 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ben Cacheau

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ORION HOUSE

## ***MISSION STATEMENT***

The Orion House will embrace the strengths and acknowledge struggles as we join with youth to promote growth so that each may pursue personal wellbeing and independence.

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# ORION HOUSE, INC.

## FINANCIAL STATEMENTS
With Independent Auditor's Reports Thereon

JUNE 30, 2020 and 2019

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**ORION HOUSE, INC.**
*Table of Contents*
June 30, 2020 and 2019


| | | PAGE(S) |
|---|---|---|
| INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS | | i |
| **Financial Statements** | Exhibit | |
| Statements of Financial Position | A | 2 |
| Statements of Activities | B | 3 |
| Statements of Functional Expenses | C | 4 |
| Statements of Cash Flows | D | 5 |
| Notes to Financial Statements | | 6-10 |

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# The Mercier Group

*a professional organization*

*INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS*

To the Board of Directors and Management
Orion House, Inc.

**Report on the Financial Statements.** We have audited the accompanying financial statements of Orion House, Inc. (a non-profit corporation) as listed in the table of contents, which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

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

**Auditor's Responsibility.** Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance auditing standards that are 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 involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluation the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion.** In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Orion House, Inc., as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Paul J. Mercier, Jr. cpa for

**The Mercier Group,** *a professional corporation*
Grantham, New Hampshire
August 31, 2020

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# Financial Statements

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Exhibit A

**ORION HOUSE, INC.**

*Statements of Financial Position*

June 30, 2020 and 2019

*All amounts are expressed in USA dollars*

| | 2020 | 2019 |
|---|---|---|
| ASSETS | | |
| Cash | **289,081** | 301,243 |
| Accounts receivable | **33,985** | 38,066 |
| Due from employees | **-** | 15 |
| Due from related parties | **69,277** | 161,009 |
| Inventory - food | **6,528** | 6,528 |
| Prepaid items | **-** | 1,840 |
| Land, Buildings & Equipment, *net of accumulated depreciation* | **20,650** | 18,144 |
| | **419,521** | 526,845 |
| LIABILITIES AND NET ASSETS | | |
| Liabilities: | | |
| Accounts payable | **9,124** | 11,357 |
| Accrued expenses | **15,848** | 11,172 |
| Due to related parties | **147,974** | 138,455 |
| | **172,946** | 160,984 |
| Net Assets: | | |
| Without donor restrictions | **246,575** | 365,861 |
| | **246,575** | 365,861 |
| | **419,521** | 526,845 |

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

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Exhibit B

**ORION HOUSE, INC.**

*Statements of Activities*

For the Fiscal Years Ended June 30, 2020 and 2019

*All amounts are expressed in USA dollars*

| | Without Donor Restrictions | |
|---|---|---|
| | **2020** | 2019 |
| Grants & contributions: | | |
| Title I | **93,266** | 49,661 |
| USDA | **28,244** | 32,652 |
| Donations | **2,622** | 1,315 |
| Service fees: | | |
| DCYF | **430,466** | 573,654 |
| Medicaid | **293,458** | 385,086 |
| DOIT school support | **103,437** | 104,143 |
| DOIT food services | **77,051** | 66,287 |
| DOIT vocational support | **33,331** | - |
| OPIE contract personnel | **15,502** | 18,946 |
| Room & board | **2,970** | 450 |
| Other - recoupment | **4,638** | - |
| Interest income | **319** | 348 |
| | **1,085,304** | 1,232,542 |
| EXPENDITURES | | |
| Program services: | | |
| Residential | **991,388** | 1,231,184 |
| ODI | **76,995** | - |
| Title I | **87,358** | 62,092 |
| | **1,155,741** | 1,293,276 |
| Supporting activities: | | |
| General and administrative | **48,849** | 68,748 |
| | **1,204,590** | 1,362,024 |
| CHANGE IN NET ASSETS | **(119,286)** | (129,482) |
| NET ASSETS - BEGINNING | **365,861** | 495,343 |
| NET ASSETS - ENDING | **246,575** | 365,861 |

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

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Exhibit C

**ORION HOUSE, INC.**

*Statements of Functional Expenses*

For the Fiscal Years Ended June 30, 2020 and 2019

*All amounts are expressed in USA dollars*

| | 2020 | | | | | 2019 | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Program Services | | | General and | | Program Services | | General and | |
| | Residential | ODI | Title I | Administrative | Total | Residential | Title I | Administrative | Total |
| FUNCTIONAL EXPENSES | | | | | | | | | |
| Human Resources: | | | | | | | | | |
| Salaries & wages | 583,327 | 76,995 | 45,709 | | 706,031 | 768,934 | 19,976 | | 788,910 |
| Payroll taxes | 59,535 | | | | 59,535 | 64,846 | | | 64,846 |
| Employee benefits | 97,971 | | | | 97,971 | 99,112 | | | 99,112 |
| Staff development | 3,037 | | | | 3,037 | 3,530 | | | 3,530 |
| Professional Services: | | | | | | | | | |
| OPIE adminstrtive assessment | | | | 42,799 | 42,799 | | | 62,948 | 62,948 |
| DOIT counseling services | | | 36,384 | | 36,384 | | 40,153 | | 40,153 |
| Accounting/Audit | | | | 6,050 | 6,050 | | | 5,800 | 5,800 |
| Client treatment & consulting | 9,729 | | | | 9,729 | 11,907 | | | 11,907 |
| Occupancy: | | | | | | | | | |
| OPIE rent | 40,984 | | | | 40,984 | 40,984 | | | 40,984 |
| OPIE woodboiler assessment | - | | | | - | 9,996 | | | 9,996 |
| Real estate taxes | 2,500 | | | | 2,500 | 2,500 | | | 2,500 |
| Small tools & equipment | 1,596 | | | | 1,596 | | | | - |
| Utilities | 13,833 | | | | 13,833 | 13,776 | | | 13,776 |
| Repairs & maintenance | 26,840 | | | | 26,840 | 24,354 | | | 24,354 |
| Household supplies | 11,097 | | | | 11,097 | 7,467 | | | 7,467 |
| Transportation: | | | | | | | | | |
| OPIE vehicle lease | 6,000 | | | | 6,000 | 9,000 | | | 9,000 |
| Gasoline & mileage | 3,103 | | 148 | | 3,251 | 7,424 | | | 7,424 |
| Auto repair & maintenance | 1,921 | | | | 1,921 | 4,560 | | | 4,560 |
| Administration: | | | | | | | | | |
| Communications & Internet | 4,124 | | | | 4,124 | 6,646 | | | 6,646 |
| Office supplies & expenses | 9,441 | | | | 9,441 | 15,758 | | | 15,758 |
| Insurance | | | | | | | | | |
| Property & liability | 8,823 | | | | 8,823 | 10,558 | | | 10,558 |
| Other Program Expenses: | | | | | | | | | |
| Program supplies & expenses | 16,559 | | 5,117 | | 21,676 | 24,765 | 1,963 | | 26,728 |
| Food | 84,779 | | | | 84,779 | 96,638 | | | 96,638 |
| Other program expenses | 923 | | | | 923 | - | | | - |
| Depreciation | 5,266 | | | | 5,266 | 8,429 | | | 8,429 |
| | 991,388 | 76,995 | 87,358 | 48,849 | 1,204,590 | 1,231,184 | 62,092 | 68,748 | 1,362,024 |

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

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Exhibit D

**ORION HOUSE, INC.**

*Statements of Cash Flows*

For the Fiscal Years Ended June 30, 2020 and 2019

*All amounts are expressed in USA dollars*

| | 2020 | 2019 |
|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Cash received from contributors & grantors | **124,132** | **83,628** |
| Cash received from services provided | **1,056,666** | 1,102,107 |
| Payments to or on behalf of employees | **(861,883)** | (960,022) |
| Payments to suppliers for goods and services | **(323,624)** | (350,116) |
| | **(4,709)** | (124,403) |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Acquisition of Property & Equipment, net | **(7,772)** | (2,995) |
| Collection of note receivable | **-** | 19,127 |
| Interest income | **319** | 348 |
| | **(7,453)** | 16,480 |
| NET INCREASE (DECREASE) IN CASH | **(12,162)** | (107,923) |
| CASH - BEGINNING | **301,243** | 409,166 |
| CASH - ENDING | **289,081** | 301,243 |

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

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# NATURE OF ACTIVITIES

Orion House, Inc. is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The organization is not a private foundation within the meaning of Section 509(a). Orion House provides residential care to youths that require out-of-home care. The current mission of the organization is to be a provider of safe and effective family-centered services to youth and their families. The delivery of services to youths and their families focuses on five principal domains: Community, Family, Therapy, Residential and Educational.

# SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Financial Statement Presentation.** The financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP), which require the organization to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of management and the board of Directors.

**Net assets with donor restrictions**: Net assets subject to stipulations imposed by donors, and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

**Basis of Accounting.** The Organization presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (grants, contributions, donations, etc.) are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Organization.

**Accounting 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.

**Cash and cash equivalents.** Cash consists of bank deposits held in checking or savings accounts and petty cash. For purposes of reporting the statements of cash flows, all highly liquid debt instruments purchased with a maturity of three months are considered to be cash equivalents.

**Public Support and Revenues.** The Organization derives its principal income mainly from service contracts with the State of New Hampshire and from Medicaid reimbursements. Revenues from this source are recognized on a monthly basis as services are invoiced. Secondary support is obtained from home-based care services, private donations, interest, dividends and capital gains on investments.

**Contributions.** Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any

donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

**Contributed Services.** From time to time, the Agency may receive donated services in carrying out the mission and fund-raising activities of the Agency. Such donations meet the criteria for revenue recognition when all of the following conditions are met:

- Special skills are required
- The work is done by volunteers who have these skills
- The services would otherwise have to be purchased

The value of volunteer services is also recorded when the services create or improve upon a non-financial asset. In those cases, revenue is recognized in the amount of the value of the hours contributed or via the change in fair value of the altered asset. The Agency received no reportable donated services during FY2020 or 2019.

**Deferred Revenues and Refundable Advances.** Service charges received in advance of the year to which they apply are reported as *deferred revenue* in the statement of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as *refundable advances*.

**Functional Allocation of Expenses.** The costs of providing program services and supporting activities have been summarized on a functional basis in the *Statements of Activities*. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the direct charges. Annually, an indirect cost rate is established by the Agency and approved by the State of New Hampshire Department of Education for this purpose.

**Prepaid Expenses.** Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statement of financial position.

**Property and Equipment.** All costs of property and equipment, and the fair value of donated assets in excess of $500 and having an economic useful life of greater than one year are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition, at rates based on the following estimated useful lives:

| | Years |
|---|---|
| Buildings | 30 |
| Furniture and fixtures | 7 |
| Equipment | 5 |

**Income Taxes.** The Organization is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3) and during the period of July 1, 2019 through June 30, 2020 had no unrelated business income. Therefore, no provision for income taxes is made in the accompanying financial statements.

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# ASSETS

## CASH

**Deposits.** As of June 30, 2020, the organization's bank deposits equaled $312,674 of which $279,948 was insured by the Federal Deposit Insurance Corporation (FDIC) and $32,726 was uninsured. As of June 30, 2019, all bank deposits were fully insured by the Federal Deposit Insurance Corporation (FDIC). The Organization deposits its cash with high quality financial institutions, and management believes that it is not exposed to significant *credit risk* on those amounts.

## ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2020 and 2019 were as follows:

| | 2020 | 2019 |
|---|---|---|
| Due from the State of New Hampshire | $ 33,985 | $ 38,066 |

Management considers all receivables collectible and accordingly no provision for uncollectable accounts has been made in these financial statements.

## DUE FROM/TO RELATED PARTIES

Orion House, Inc. is a voluntary member of Orion Prevention and Education, Inc. (OPIE) – not-for-profit corporation whose principal activity is to provide support and centralized management services for member organizations. During the course of normal operations, the organization has transactions with other members and OPIE, including expenditures and transfers of resources to provide services and fund capital outlay. Separate, independent Boards approve all transactions between related parties. To the extent that certain transactions have not been paid or received as of June 30, balances of inter-company amounts receivable or payable have been recorded. Balances at June 30, 2020 and 2019 were as follows:

| | Due From Related Parties | Due To Related Parties |
|---|---|---|
| **June 30, 2020** | | |
| **Orion Prevention and Education, Inc. (OPIE)** | **$ 7,751** | **$ 87,574** |
| **Day Orion Indivitual Treatment, Inc. (DOIT)** | **61,526** | **60,400** |
| | **$ 69,277** | **$ 147,974** |
| June 30, 2019 | | |
| Orion Prevention and Education, Inc. (OPIE) | $ 47,014 | $ 115,053 |
| Day Orion Indivitual Treatment, Inc. (DOIT) | 113,995 | 23,402 |
| | $ 161,009 | $ 138,455 |

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Transactions with related partied during the year ended June 30, 2020 and 2019 were as follows:

| | OPIE | DOIT |
|---|---|---|
| **For the Fiscal Year Ended June 30, 2020** | | |
| **Management services** | **$ (42,799)** | **$ -** |
| **Contract personnel** | **15,502** | **-** |
| **Property lease** | **(40,984)** | **-** |
| **Vehicle lease** | **(6,000)** | **-** |
| **Food Services** | **-** | **77,051** |
| **Vocational support** | | **33,331** |
| **Counseling services - Title I** | **-** | **(36,384)** |
| **Counseling services - Other** | **-** | **103,437** |
| | **$ (74,281)** | **$ 177,435** |
| For the Fiscal Year Ended June 30, 2019 | | |
| Management services | $ (62,948) | $ - |
| Contract personnel | 18,946 | - |
| Counseling services - Other | - | 104,143 |
| Property lease | (40,984) | - |
| Vehicle lease | (9,000) | - |
| Wood boiler assessement | (9,996) | - |
| Food Services | - | 66,287 |
| | $ (103,982) | $ 130,277 |

## PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2020 and 2019 consisted of the following:

| | 2020 | 2019 |
|---|---|---|
| Buildings & leasehold improvements | **$ 29,275** | $ 29,275 |
| Equipment & furnishings | **110,790** | 103,017 |
| | **140,065** | 132,292 |
| Less: Accumulated depreciation | **(119,415)** | (114,148) |
| | **$ 20,650** | $ 18,144 |

# SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

**Risk Management.** The Organization is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets, errors or omissions, injuries to employees, and natural disasters. During the fiscal year, the Organization carried commercial insurance for risks of loss, including employee and public official fidelity bonds, Property, Liability health and accident.

**Grants.** Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally State oversight agencies or the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures, which may be disallowed by the grantor cannot be determined at this time. Management expects such amounts, if any, to be immaterial.

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**Subsequent events.** Subsequent events have been evaluated through August 31, 2020, the date on which these June 30, 2020 and 2019 financial statements were available to be issued. Management believes there are no subsequent events to be reported in accordance with generally accepted accounting principles.

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ORION HOUSE
Guiding our Youth for over 40 years

# BOARD OF DIRECTORS
# ORION HOUSE, INC
2021

PRESIDENT
Heidi J. Patten

VICE PRESIDENT
Susan Ordway

SECRETARY/TREASURER
Jeffrey Parker

BOARD MEMBER
Suzanne Harvey

BOARD MEMBER
VACANT

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DANIELLE PARANTO

**OBJECTIVE** | To work with youth focusing on helping them achieve their goals as they prepare to enter the next phase of their lives.

**EXPERIENCE** | **EXECUTIVE DIRECTOR** THE ORION HOUSE, INC., NEWPORT NH
JUNE 2014 - PRESENT

**EXECUTIVE DIRECTOR/PRINCIPAL** GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2005 - PRESENT

**BEHAVIORIST** GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

**EDUCATOR** GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

**RESIDENTIAL COUNSELOR** THE ORION HOUSE, INC., NEWPORT NH
AUGUST 1997 - 2000

**EDUCATION** | **KEENE STATE COLLEGE**, KEENE NH
MASTERS OF EDUCATION 2004
Certified Educational Leadership

**FRANKLIN PIERCE COLLEGE**, RINDGE NH
BACHELOR OF SCIENCE 1994
Major: Sociology Minor: Psychology

Summa Cum Laude

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Michelle Parker

**Skills:**
Exceptional problem solving aptitude
Robust communication and interpersonal skills
Self-confidence, enthusiasm and resilience

**Professional Experience:**

Orion House **Treatment Coordinator**
Participate in the admissions determination process and attend admissions/transitions meetings for the immediate planning for the child's continuum of care
Develop and implement Client centric Individual Treatment Plans
Schedule and facilitated Quarterly Treatment Team Meetings
Provide stakeholders with ongoing updates with regards to presence and progress in treatment
Document revisions to the treatment plan
Assures that all members of the treatment team plan, including the client as clinically indicated, participate in the treatment team planning process
Work collaboratively with team efforts related to children's welfare
Work with Clinical staff to ensure client needs are met

Dartmouth Hitchcock Hospital **Health Coach Coordinator**
Facilitate adult learning, provide feedback, and monitor outcomes
Access adult learner needs to develop appropriate training/educational materials
Partner with patients to develop skills to improve health and quality of life
Classroom instruction with an emphasis on behavior change, problem solving and implementing sustainable lifestyle changes
Classroom instruction highlighting the importance of diabetes prevention, nutrition, sleeps hygiene, stress management, life balance and exercise
Build and maintain solid relationships with employees, patients, care team and stakeholders
Provide exceptional customer

Health Fitness, **Program Manager/Health Coach**
Oversee day to day operation of Health and Wellness Center
Program development and monitoring outcomes
Develop, organize and execute health promotion campaigns in the workplace
Build and maintain solid relationships with employees and stakeholders
Achieve short and long-term goals in accordance with strategic business plan

Medifit, **Program Manager/Health Coach**

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Oversee day to day operation of Health and Wellness Center
Daily supervision of staff
Coordinate the on-boarding process for all new employees
Coordinate and schedule training classes
Create standard and specialized training based on organizational and job needs
Developing, organizing and executing health promotion campaigns in the workplace
Build and maintain solid relationships with employees and stakeholders
Achieve short and long-term goals in accordance with strategic business plan

Department of Public Health, **Social Worker III**
Provide case management services to families
Assess the needs of families whose children are affected by lead paint
Conduct comprehensive family assessments
Co-facilitate monthly case reviews
Assist families in solving legal, family, social, and behavioral problems
Maintain case records

Office of Child Care Services, **Child Care Worker**
Enforce licensing standards
Conduct investigations and licensing studies
Implement regulatory enforcement procedures with licensed facilities
Providing technical assistance concerning compliance activities

Department of Social Services, **Resource Coordinator**
Member of the Area Referral, Intake, and Discharge Teams
Facilitated, monitored, and tracked residential intakes and discharges
Maintained resource information on residential treatment programs
Assisted in coordination of services for children in placement
Assisted in coordination of 766 activities for children in placement

**Education & Certifications:**
BA Sociology, Framingham State College
MS Health and Nutrition Education, Hawthorn University
Certified Health Coach

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# MELANIE GIOIOSO

**Skills:** Problem solving, Leadership/Mentoring, Enthusiastic, Confident, Strong willed.

## EXPERIENCE

**JULY 2017 – PRESENT**

**MILIEU COUNSELOR (NOW FAMILY AND RESIDENT WORKER),** ORION HOUSE

Responsible for assisting floor staff in crisis management, in the moment interventions, helping assist floor staff with management of the house, family counseling, assisting Clinical Coordinator with paper work duties, facilitating/helping with groups, offering staff support, individual counseling when needed, positive reinforcements in the milieu, and completing other duties as assigned.

**OCTOBER 2018 – FEBRUARY 2020**

**INTERIM TREATMENT COORDINATOR,** ORION HOUSE

Responsible for coordinating and writing of all Treatment Plans, 30 day Biopsychosocial Assessments, and Discharge Summaries and Monthly Reports. Acts as liaison/coordinator of resident's outpatient needs. Runs group therapy (Substance Awareness and Emotional Management Groups), individual therapy, assists with family counseling, and supports floor staff with crisis interventions. Collaborates with Program Director toward the synthesis of both clinically and behaviorally oriented services. Part of the Management Team. Supervisor of the Milieu Counselor.

**DECEMBER 2014 – JUNE 2017**

**SHIFT SUPERVISOR,** NFI MIDWAY SHELTER

Responsible for safety of all residents and staff, in charge of running the shift, part of the on call rotation, ensure all procedures/regulations were followed, passed medications, responsible for writing of incident reports, shift reports, and weekly reports. In charge of completing monthly supervision of Residential Counselors. Offered in the moment interventions, staff supports, and organized daily schedule and activities. Completed intakes and took referrals after hours.

## EDUCATION

**DECEMBER 2010**

**BA SOCIAL SCIENCES,** SOUTHERN NEW HAMPSHIRE UNIVERSITY

**MS CANIDATE**

**MS ADDICTIONS COUNSELING,** GRAND CANYON UNIVERSITY

DocuSign Envelope ID: E1633691-A822-4C0D-B69A-4721328A5C9A

Not completed. Current GPA 3.98

## CERTIFICATIONS

- CBT Certified
- TBRI
- Working on DBT Certification
- Hand With Care
- Medication Management Certification
- First Aid and CPR

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Nina L. Albano

## Profile

- Goal-oriented individual with strong leadership capabilities.
- Organized, highly motivated, and detail-directed problem solver.
- Proven ability to provide leadership to staff.
- Proven ability to work within a wide-range of clinical situations.

## Education

**LCMHC,** State of New Hampshire, License number 667

**M.S., Psychology,** Cum Laude, New England College
**B.A., Psychology,** Cum Laude, New England College
**Certification, Rape and Domestic Violence Counselor,** Rape and Domestic Violence Coalition of New Hampshire

## Employment

**School Therapist,** Granite Hill School 2009-*present*

- Provide individual and group counseling services to students

**Private Practice,** Brookside Counseling *2007-2013*

- Provide counseling services in a private practice setting

**Program Director,** *Orion House, Inc.* *2003-2009*

- Provide and oversee daily residential and therapeutic care for 16 adolescent males in an intermediate residential treatment facility.
- Provide direct supervision and management of all residential counselors.

**Treatment Coordinator,** *Orion House, Inc.* *2002-2003*

- Provided individual and group therapy to adolescent males in a residential treatment facility. Assisted in the development of individualized treatment plans. Directed professional contact with families, courts and all involved in the residents individual cases.

**Home Based Therapist** *2006-2008*

- Provided in home counseling, case management and assessments for families.

**Counselor,** *Rape and Domestic Violence Coalition of New Hampshire* *1998-1999*

- Completed rigorous training. Counselor for crisis-line. Offered unconditional respect, confidentiality, support and resources for domestic violence victims.

**Advocate Intern,** *Children's Alliance of New Hampshire* *1997-1997*

- Directly appointed to represent the agency in numerous fundraisers and meetings. Worked with other agencies to organize a children's awareness march in Washington, D.C. Assisted in the processing data for the Kids Count Report.

**Intern Assistant,** *Victim Services Committee for the Governor's Committee on Violence* *1996-1996*

- Completed projects and reviews of issues and programs associated with the impact of youth exposed to domestic violence.

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## Awards and Recognition

2004-Employee of The Year at Orion House, Inc.

2004-Nominated for the award for outstanding community member in the service of children and their families at the DCYF conference.

DocuSign Envelope ID: E1633691-A822-4C0D-B69A-4721328A5C9A

**CONTRACTOR NAME**

Key Personnel

| | | | | |
|---|---|---|---|---|
| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
| Danielle Paranto | Executive Director | 115,600 | 50% | 57,800. |
| Michelle Parker | Treatment Coordinator | 54,590 | 100% | 54,590. |
| Melanie Gioioso | Family and Resident Worker. | 56,450 | 100% | 56,450. |
| Nina Albano | Prescribing Practitioner | 79,125 | 6.55% | 5,200. |
| | | | | |

Subject: Residential Treatment Services for Children's Behavioral Health

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Vermont Permanency Initiative, Inc. | | 1.4 Contractor Address<br>192 Fairview Street,<br>Bennington, VT 05201 | |
| 1.5 Contractor Phone Number<br>(802) 447-1557 Ext:104 | 1.6 Account Number<br>See Exhibit C | 1.7 Completion Date<br>June 30, 2024 | 1.8 Price Limitation<br>$15,885,009 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: [signature] 8408FD7417D804A2...<br>Date: 7/16/2021 | | 1.12 Name and Title of Contractor Signatory<br>Laurae Baker<br>Vice President | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja Fox ED9D05B04C63442...<br>Date: 7/16/2021 | | 1.14 Name and Title of State Agency Signatory<br>Katja Fox<br>Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Catherine Pinos | | On: 7/19/2021 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials DS LB
Date ~~7/16/2021~~

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.



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Date 7/16/2021

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Date 7/16/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



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Date 7/16/2021

**New Hampshire Department of Health and Human Services**
**Residential Treatment Services for Children's Behavioral Health**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.3. Paragraph 9, Termination, is amended by modifying subparagraph 9.1. to read:

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by a minimum of 90 day written notice to the State that the Contractor is exercising its option to terminate the Agreement. Notwithstanding the foregoing, the Parties agree that the contract will not terminate until such time as all children have been successfully transitioned. Because this Agreement covers multiple programs, it is understood that the Contractor may terminate on a program specific basis.

## Scope of Services

### 1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

**1.11. Staffing, Training and Development**

**1.11.1. Talent Strategy**

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

**1.11.2. Staffing Ratios**

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

**1.11.3. Staff Training and Development**

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

**1.12. Collaborative Care**

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

**1.13. Admissions, Discharges and Transitions**

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

**1.14. Restraint and Seclusion Practices**

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

**1.15. Children's System of Care Values**

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA-135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

**1.16. Cultural and Linguistic Diversity**

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

**1.17. Multidisciplinary Approach**

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

**1.18. Treatment Settings**

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

**1.19. Targeted and Active Treatment**

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

**1.20. Trauma Informed Care**

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

**1.21. Evidence Based Practices**

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
1.21.1.2. Cognitive Behavior Therapy
1.21.1.3. Dialectic Behavior Therapy
1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

**1.22. Clinical and Medical Standards**

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

**1.23. Aftercare**

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

**1.24. Medication Procedures**

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

**1.25. Policies and Procedures**

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

**1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within ten (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

**2. Residential Treatment Levels of Care**

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

| 2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds | | | | |
|---|---|---|---|---|
| **Level of Care** | **Vendors Name of the Program** | **Location: City/Town and State** | **Maximum Number of Contracted Beds** | **Shared Beds** |
| **Reserved** | | | | |

| | | | | |
|---|---|---|---|---|
| **Reserved** | | | | |
| **Reserved** | | | | |
| Level of Care 3, Intensive Treatment, Option A: Intensive Treatment | VPI NESFG | Bennington, VT | 5 | N/A |
| **Reserved** | | | | |
| Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute | VPI NESFG | Bennington, VT | 24 | N/A |
| **Reserved** | | | | |
| **Reserved** | | | | |
| **Reserved** | | | | |

**2.4. Reserved**

**2.5. Reserved**

**2.6. Reserved**

**2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.7.2.1. Highly structured treatment on a 24/7 basis,
2.7.2.2. Structured and safe, therapeutic milieu environment,
2.7.2.3. Medication Monitoring and management,
2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
2.7.2.5. Concentrated individualized treatment
2.7.2.6. Specialized assessment and treatment services.
2.7.2.7. Community Supports.
2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted

2.7.2.9. Specialized social services.
2.7.2.10. Behavior management.
2.7.2.11. Recreation.
2.7.2.12. Clinical Services.
2.7.2.13. Family Services.
2.7.2.14. Vocational Training.
2.7.2.15. Medication Monitoring, as clinically indicated.
2.7.2.16. Crisis Intervention.

**2.7.3. Staffing**

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

2.7.3.2.2.5. Family Worker: 1:8

2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.7.3.2.3.2. Availability of prescriber or psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

**2.7.4. Supported Visits**

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.7.5. Educational Services**

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.
2.7.5.4.2. Vocational Services.
2.7.5.4.3. Formal Education.
2.7.5.4.4. Training Programs.
2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.7.6. Transportation**

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.
2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.
2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.7.6.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.8. Reserved**

**2.9. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute**

2.9.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute to individuals who are experiencing behavioral and emotional difficulties and symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

2.9.1.1. Stabilize and treat the acute symptoms,

2.9.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.9.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or

2.9.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.9.2. The Contractor shall provide services to individuals at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short-term stay of approximately two (2) weeks or long-term stay of up to three (3) months or longer based on need, in an intensive, onsite acute residential unit, which provides a self-contained service delivery approach with:

2.9.2.1. Simulated everyday community living in a safe, therapeutic environment

2.9.2.2. A family-centered focus that is reflected in the program's milieu.

2.9.2.3. Highly structured treatment on a 24/7 basis,

2.9.2.4. Structured and safe, therapeutic milieu environment,

2.9.2.5. Medication Monitoring and management,

2.9.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.

2.9.2.7. Concentrated individualized treatment protocol.

2.9.2.8. Specialized assessment and treatment services.

2.9.2.9. Community Supports.

2.9.2.10. Access to public school education and/or an approved special education program on site or subcontracted.

2.9.2.11. Specialized social services.

2.9.2.12. Behavior management.

2.9.2.13. Recreation.

2.9.2.14. Clinical Services.
2.9.2.15. Family Services.
2.9.2.16. Vocational Training.
2.9.2.17. Medication Monitoring, as clinically indicated.
2.9.2.18. Crisis Intervention.

**2.9.3. Staffing**

2.9.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.9.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.9.3.2.1. Direct Care Staff/Milieu:

2.9.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.9.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and may float on campus or within building.

2.9.3.2.2. Clinical Services

2.9.3.2.2.1. Access to clinical 24/7 and may be telephonic or face-to-face depending on clinical need.

2.9.3.2.2.2. Clinical ratio: 1:6

2.9.3.2.2.3. Family Therapist 1:6

2.9.3.2.2.4. Family Worker: 1:8

2.9.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.9.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.

2.9.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.9.3.2.3. Medical Care:

2.9.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.9.3.2.3.2. Availability of prescriber/psychiatry on site.

2.9.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

**2.9.4. Supported Visits**

2.9.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

2.9.4.2. The Contractor shall provide supported visits in an appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

**2.9.5. Educational Services**

2.9.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.9.5.2. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education.

2.9.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.9.5.3.1. Transitional Services.

2.9.5.3.2. Vocational Services.
2.9.5.3.3. Formal Education.
2.9.5.3.4. Training Programs.
2.9.5.3.5. Independent Living Skills.

2.9.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.9.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.9.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

**2.9.6. Transportation**

2.9.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.9.6.1.1. Court Hearings.
2.9.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.9.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.9.6.1.4. Recreation (clubs, sports, work).
2.9.6.1.5. Family and sibling visits.
2.9.6.1.6. Other as required by the individual's treatment plan.

2.9.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.9.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.9.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.9.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.9.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.9.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.9.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200; and are in good working order.

2.9.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.9.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

**2.10. Reserved**

**2.11. Reserved**

**2.12. Reserved**

**3. Specific Residential Treatment Program Requirements**

**3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.**

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent

of the positions, which were negotiated. The Department will provide approval in writing.

**3.2. Reserved**

**3.3. Reserved**

**3.4. Reserved**

**3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment**

**3.5.1. New England School for Girls (NESFG) Level 3: Intensive Treatment**

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:3 | No Variation |
| Direct Care 2nd shift | Milieu 1:3 | No Variation *The supervisor is included in the ratio* |
| Direct Care Overnight | Awake overnight: 1:6, minimum 2 staff available for programs | No Variation *The awake supervisor is included in the ration* |
| Clinical Ratio | 1:8 | 1:6 |
| Family Worker | 1:8 | No Variation/Permanency Coordinator |
| Family Therapist | 1:8 | No Variation |
| Transportation | Not Required | Not allocated |
| Case Manager | 1:8 or see Family Worker | See Family worker |
| Board certified behavioral analyst (BCBA) | 1:10 (Depends on population) | Consultant |
| Nursing Staff | 24/7, available, and shall be onsite regularly | LPN or RN |

| | | |
|---|---|---|
| Psychiatrist | Availability of prescriber or psychiatry on site | Consultant |
| Psychologist | Availability of prescriber or psychiatry on site | Not allocated |
| Medical Doctor, APRN | Not Required | Not allocated |
| Other | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.1.2.1. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
3.5.1.2.2. Gender Identity;
3.5.1.2.3. Aggressive behavior;
3.5.1.2.4. Episodes Moderate Self-Injurious Behaviors;
3.5.1.2.5. Problematic Sexual Behavior;
3.5.1.2.6. Eating Disorder;
3.5.1.2.7. Human Trafficking;

**3.6. Reserved**

**3.7. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute**

**3.7.1. <u>New England School for Girls (NESFG) Level 4 Subacute Treatment</u>**

3.7.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

| Title Position | Section 2 Staffing Requirements | Ratio Department Approved Variation |
|---|---|---|
| Direct Care 1st shift | Milieu 1:2 | 1:1 to 1:2 |
| Direct Care 2nd shift | Milieu 1:2 | 1:1 to 1:2 *Supervisor are included in the ratio* |

| | | |
|---|---|---|
| Direct Care Overnight | Awake overnight: 1:5 minimum 2 staff available for programs | No Variation *floating night supervisor is included in ratio* |
| Clinical Ratio | 1:6 | No Variation |
| Family Worker | 1:8 | No Variation/Permanency Worker |
| Family Therapist | 1:6 | No Variation |
| Transportation | Not Required | 1:28 |
| Case Manager | 1:8 or see Family Worker | See Permanency Worker |
| Board certified behavioral analyst (BCBA) | 1:10 | 1:10 |
| Nursing Staff | available, and shall be onsite regularly | LPN or RN |
| Psychiatrist | Availability of prescriber or psychiatry on site | Consulting |
| Psychologist | Availability of prescriber or psychiatry on site | Not allocated |
| Medical Doctor, APRN | Not Required | Not Allocated |
| | * Not required indicates that a specific position/personnel was not required or as a ratio | |

3.7.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.7.1.2.1. Gender Identity;
3.7.1.2.2. Aggressive behavior;
3.7.1.2.3. Episodes Moderate Self-Injurious Behaviors;
3.7.1.2.4. Problematic Sexual Behavior;
3.7.1.2.5. Eating Disorder;
3.7.1.2.6. Human Trafficking;

3.8. **Reserved**

3.9. **Reserved**

3.10. **Reserved**

4. **Exhibits Incorporated**

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. **Reporting Requirements**

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

| **Table A** |
|---|
| **Key Output and Process Data** |
| The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. |
| Number of children currently placed in the program |
| Percent of contracted beds currently used |
| Turnover information (e.g., total number of staff, how many left, and reason why) |
| Number of days the program does not meet contractually required staffing ratios |
| Number of accepted referrals/new admissions (and location prior to admission) |

| |
|---|
| Number of rejected referrals |
| Number of children discharged (and the reason for discharge) |
| Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation) |
| Key dates per child: referral, acceptance, admission, discharge |
| Number of family planning team treatment meetings (and caregiver, youth attendance) |
| Number of treatment meetings led by youth |
| Number of contacts with family/caregivers |
| Percent of children placed outside of their school district |
| CANS score information per child (from CANS system report - e.g., score # at referral, at discharge) |
| Number of restraints |
| Number of seclusions |
| Discharge locations |
| Whether or not the CME was involved |

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

## 6. Performance Measures

6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

**Table B**

| Category | Key performance metrics: |
|---|---|
| **Referral** | • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps]<br>• Median time from referral to acceptance<br>• Median time from referral to admission |
| **Family & youth engagement** | • % of treatment meetings where youth participates<br>• % of treatment meetings where caregiver participates<br>• Median # of contacts with family/caregivers per month per child |

| | |
|---|---|
| **Quality of treatment** | • % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)*<br>• Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay |
| **Transition & discharge** | • Median length of stay: days from admission to discharge to less restrictive setting<br>• % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days<br>• % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (*based on internal data which DHHS will access through CME and DCYF system)*<br>• % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge<br>• % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (*based on internal DCYF data which DHHS will access)* |

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

6.2.1.3. Reduced use of emergency departments and other physical health services.

6.2.1.4. Reduced use of out of district placement for school.

6.2.1.5. Increased school attendance and attainment.

6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.

6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.

6.2.2.3. Attending monthly meetings focused on performance.

6.2.2.4. Adjusting key performance metrics.

6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.

6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.

6.2.2.7. Participating in inspections of any of the following:

6.2.2.7.1. The facility premises.
6.2.2.7.2. Programs and services provided.
6.2.2.7.3. Records maintained by the Contractor.

6.2.2.8. Participating in training and technical assistance activities as directed by the Department.

6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.

6.2.2.10. Adjusting program delivery.

6.2.2.11. Focusing on a range of performance topics that include but are not limited to:

6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to

ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),

6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.

6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model, as specified in XYZ.

6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:

6.2.4.1. Actions to be taken to correct each deficiency;

6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;

6.2.4.3. A time line for implementing the actions above;

6.2.4.4. A monitoring plan to ensure the actions above are effective; and

6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.

6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

## 7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

**8. Records**

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical 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.

8.1.2. All records must 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.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

## Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

3. For the purposes of this Agreement:

3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.

4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

| Program - New England School For Girls Intensive Treatment | |
|---|---|
| Residential for IEP eligible youth per day | $451.14 |
| Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor | |
| Residential Non-IEP eligible youth per day | $451.14 |
| Education for Non-IEP eligible youth per day | $170.10 |
| **Program - New England School For Girls Green Meadows Sub-Acute** | |
| Residential for IEP eligible youth per day | $704.99 |
| Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor | |
| Residential Non-IEP eligible youth per day | $704.99 |
| Education for Non-IEP eligible youth per day | $170.10 |

4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoices in a

form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $15,885,099.00

4.5.2. SFY 22: $5,295,033.00

4.5.3. SFY 23: $5,295,033.00

4.5.4. SFY 24: $5,295,033.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.5. 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.

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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



Vendor Initials DS LB

Date 7/16/2021

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.

Vendor Name:

DocuSigned by:

7/16/2021

Date

Name: Laurae Baker

Title: Vice President

## CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

DocuSigned by:
LB Baker
840BFC717D8D1A7...

7/16/2021
Date

Name: Laurae Baker
Title: Vice President

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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:

7/16/2021
Date

DocuSigned by:
849EF0717080442...
Name: LaDrae Baker
Title: Vice President



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Contractor Initials LB
Date 7/16/2021

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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LB
Contractor Initials _____



Date 7/16/2021

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

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

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

Contractor Name:

DocuSigned by:

7/16/2021
Date

Name: Laurae Baker
Title: Vice 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:

DocuSigned by:
[signature]
Name: Laurae Baker
Title: Vice President

7/16/2021
Date



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LB
Contractor Initials

7/16/2021
Date

## 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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials LB

Date 7/16/2021

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

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

| Department of Health and Human Services | VPI |
|---|---|
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja Fox | Laurae Baker |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | Vice President |
| Title of Authorized Representative | Title of Authorized Representative |
| 7/16/2021 | 7/16/2021 |
| Date | 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:

DocuSigned by:
[signature]

7/16/2021
Date

Name: Laurae Baker
Title: Vice President



Contractor Initials DS LB
Date 7/16/2021

## 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: 46-1549267

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

**New Hampshire Department of Health and Human Services**

Exhibit K

**DHHS Information Security Requirements**

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

## IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

DocuSign Envelope ID: B212FC2B-610C-4268-96AE-318EB3EF70F1

# 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 VERMONT PERMANENCY INITIATIVE, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on March 03, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **705035**

Certificate Number: **0005408125**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of July A.D. 2021.

William M. Gardner

Secretary of State

DocuSign Envelope ID: B212FC2B-610C-4268-96AE-318EB3EF70F1

## CERTIFICATE OF AUTHORITY

I, Jeffrey Park, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Vermont Permanency Initiative, Inc., Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 23, 2021, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Jeffrey Caron and Laurae Baker (may list more than one person) are duly authorized on behalf of Vermont Permanency Initiative, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/28/21

Jeffrey Park
Title: Secretary, the Vermont Permanency Initiative, Inc.

DocuSign Envelope ID: B212FC2B-610C-4268-96AE-318EB3EF70F1

VTPERMA-01 ARUDIO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2021

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

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

| | |
|---|---|
| PRODUCER<br>Kinney Pike Insurance Inc.<br>1011 North Main Street, Suite 4<br>White River Junction, VT 05001 | CONTACT NAME: Sandra Delisle<br>PHONE (A/C, No, Ext): (800) 296-5722 3756 FAX (A/C, No): (802) 296-6126<br>E-MAIL ADDRESS: sdelisle@kinneypike.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Philadelphia Indemn Insurance — 18058 |
| INSURED<br>VT Permanency Initiative Inc.<br>Mount Prospect Academy<br>PO Box 325<br>Orford, NH 03777 | INSURER B : Maine Employers Mutual — 11149 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | PHPK2219780 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X Abuse $1M | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | PHPK2219007 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | PHUB750822 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE | $ 4,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 4,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 5101800528 | 7/3/2021 | 7/3/2022 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y | N/A | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Comepensation Statutory Coverage applies in MA, NH & VT. Jeff Caron and Rita Meler are excluded officers.

CERTIFICATE HOLDER

State of New Hampshire Dept of Health & Human Service
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VPI Mission Statement: to provide a therapeutic community that enables our girls to heal from past trauma, find pleasure and joy in their present lives and build inner resources for their future.

DocuSign Envelope ID: B212FC2B-610C-4268-96AE-318EB3EF70F1

BerryDunn

BECKET

# CONSOLIDATED FINANCIAL STATEMENTS

and

# SUPPLEMENTARY INFORMATION

June 30, 2020

With Independent Auditor's Report

DocuSign Envelope ID: B212FC2B-610C-4268-96AE-318EB3EF70F1

BerryDunn

# INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Becket Academy, Inc. and Affiliates (the Organization), which comprise the consolidated statement of financial position as of June 30, 2020, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

## Management's Responsibility for the Consolidated Financial Statements

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

## Auditor's Responsibility

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

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

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

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**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, 2020, and the consolidated changes in their net assets and their cash flows for the year then ended in accordance with U.S. GAAP.

**Other Matter**

*Changes in Accounting Principles*

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

*Supplementary Information*

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 22, 2020

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidated Statement of Financial Position

## June 30, 2020

### ASSETS

| | |
|---|---|
| Current assets | |
| Cash and cash equivalents | $ 17,167,299 |
| Tuition and fees receivable, net | 13,102,060 |
| Prepaid expenses | 313,442 |
| Total current assets | 30,582,801 |
| Property and equipment | |
| Land and land improvements | 4,473,502 |
| Buildings and building improvements | 28,415,085 |
| Leasehold improvements | 3,316,663 |
| Vehicles and equipment | 5,185,413 |
| Furniture and fixtures | 2,239,499 |
| Construction-in-progress | 751,857 |
| | 44,382,019 |
| Less accumulated depreciation | 13,503,486 |
| Property and equipment, net | 30,878,533 |
| Other assets | |
| Other long-term asset | 481,469 |
| Replacement reserves | 2,927 |
| Total assets | $ 61,945,730 |

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

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## LIABILITIES AND NET ASSETS

| | |
|---|---|
| Current liabilities | |
| Line of credit | $ 496,247 |
| Current portion of long-term debt | 1,452,000 |
| Accounts payable | 1,324,237 |
| Accrued expenses | 5,315,162 |
| Prepaid tuition | 226,683 |
| COVID funding advances | 6,180,833 |
| Total current liabilities | 14,995,162 |
| Long-term debt, net of current portion and unamortized deferred costs | 18,686,018 |
| Total liabilities | 33,681,180 |
| Net assets without donor restrictions | 28,264,550 |
| Total liabilities and net assets | $ 61,945,730 |

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidated Statement of Activities

## Year Ended June 30, 2020

| | |
|---|---|
| Changes in net assets without donor restrictions | |
| Revenue and support | |
| Tuition, fees and other support, net | $ 95,999,135 |
| State nutrition program | 142,289 |
| Contributions | 415,869 |
| Grant revenue | 30,000 |
| Long-term care stabilization revenue | 1,354,597 |
| Other revenue | 928,861 |
| Total revenue and support | 98,870,751 |
| Expenses | |
| Program expenses | |
| Education and home life | 79,541,733 |
| Supporting expenses | |
| General administration | 14,333,038 |
| Total expenses | 93,874,771 |
| Loss on disposal of property and equipment | (117,228) |
| Total change in net assets | 4,878,752 |
| Net assets, beginning of year | 23,385,798 |
| Net assets, end of year | $ 28,264,550 |

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

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidated Statement of Cash Flows

## Year Ended June 30, 2020

| | |
|---|---|
| Cash flows from operating activities | |
| Change in net assets | $ 4,878,752 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | |
| Depreciation and amortization | 3,156,476 |
| Loss on disposal of property and equipment | 117,228 |
| (Increase) decrease in | |
| Tuition and fees receivable, net | (5,035,724) |
| Prepaid expenses | 50,660 |
| Note receivable | 25,000 |
| Increase (decrease) in | |
| Accounts payable | 8,327 |
| Accrued expenses | 1,930,276 |
| Prepaid tuition | 4,044 |
| Proceeds from refundable advances | (194,191) |
| Estimated third-party payor settlements | 6,180,833 |
| Net cash provided by operating activities | 11,121,681 |
| Cash flows from investing activities | |
| Purchase of property and equipment | (3,780,883) |
| Purchase of other long-term asset | (586,187) |
| Net cash used by investing activities | (4,367,070) |
| Cash flows from financing activities | |
| Borrowings on line of credit | 496,247 |
| Proceeds from long-term borrowings | 4,014,000 |
| Principal payments on long-term borrowings | (1,414,332) |
| Payment of deferred financing costs | (32,361) |
| Net cash provided by financing activities | 3,063,554 |
| Net increase in cash and restricted cash | 9,818,165 |
| Cash and restricted cash, beginning of year | 7,352,061 |
| Cash and restricted cash, end of year | $ 17,170,226 |
| Breakdown of cash and restricted cash, end of year | |
| Cash | $ 17,167,299 |
| Replacement reserves | 2,927 |
| | $ 17,170,226 |
| Supplemental disclosures | |
| Noncash investing and financing transactions | |
| Acquisition of property and equipment with issuance of long-term debt to seller's financing company | $ 515,446 |

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

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## Nature of Business

Becket Academy, Inc. and Affiliates (the Organization) provides community-based and residential treatment and education services to children, adolescents and adults through various schools and programs. The programs provided jointly market themselves as the Becket Family of Services with the exception of Mountain Valley Treatment Center (MVTC).

Becket Academy, Inc. (Becket) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine with residential programs at locations in Gorham, Belgrade, Lewiston, Auburn and Litchfield, Maine, and Hampton, New Hampshire. Becket operates two region based special purpose schools to serve the residents at the programs and community students in need of specialized academic services. Becket also operates adult group homes in Maine, Massachusetts and New Hampshire.

MVTC is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. Becket is its sole member and they are currently governed by the same Board of Trustees. MVTC provides residential treatment for adolescents struggling with anxiety disorders at locations in Plainfield, New Hampshire.

Mount Prospect Academy, Inc. (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA has a self-perpetuating Board of Trustees completely separate from the Board which governs Becket. MPA is licensed by the State of New Hampshire and operates a residential school in Plymouth, New Hampshire, and several affiliated group homes in Rumney, Warren, Pike and Campton, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations. Effective July 1, 2019, ownership of all New Hampshire child care facilities owned by Becket or Vermont Permanency Initiative, Inc. (VPI) was transferred to MPA.

VPI is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the New England School for Girls and Vermont School for Girls, a residential treatment program for girls operated in Bennington, Vermont. VPI also operates the Vermont Assessment Center in Newbury, Vermont, and residential homes in Pike, New Hampshire. VPI offers community based support to youth and families in Vermont through the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is comprised of the same members as MPA, and completely separate from the Board which governs Becket and MVTC.

U.S. generally accepted accounting principles (U.S. GAAP) require consolidation of related organizations when common control and economic dependency exists. At June 30, 2020, common control exists between Becket and MVTC, and between MPA and VPI; however, common control did not exist across all entities. Despite the division of control among these various entities, economic dependency remains. As such, consolidation of all entities in 2020 is allowed but not required.

Effective August 1, 2019, Becket entered into an asset purchase and sale agreement with Lifeshare Management Group, LLC. Under the agreement, Becket assumed various business assets and contracts related to foster care and community day programs in Maine, New Hampshire, Rhode Island, South Carolina, and Florida. The purchase price of the agreement was $730,000 of which upon acquisition Becket paid $230,000 in cash and agreed to a $500,000 promissory note at 6% interest over a 24-month period. There were no liabilities assumed through the acquisition.

## 1. Summary of Significant Accounting Policies

### Recently Adopted Accounting Pronouncements

During 2020, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as investing activities. A reconciliation of the cash and cash equivalents and amounts generally described as replacement reserves in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2020 is an increase to cash and restricted cash, beginning of year of $15,024.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

### Principles of Consolidation

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

### Basis of Presentation

The accompanying consolidated financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. The Organization reports its activities and net assets in two classes: net assets without donor restrictions and net assets with donor restrictions.

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Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Expirations of temporary restrictions on net assets (that is, situations in which the donor-imposed stipulated purpose has been accomplished and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets. The Organization had no net assets with donor restrictions as of June 30, 2020.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated 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 highly liquid investments without donor restrictions and 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.

**Tuition and Fees Receivable**

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances, net of discounts of $316,671 in 2020.

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

**Property and Equipment**

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

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

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

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

**Replacement Reserves**

Becket has a mortgage note payable to Maine State Housing Authority (MSHA). This mortgage note requires Becket to maintain a replacement reserve fund in a separate account for the purpose of providing a cash reserve for future property replacement needs. This restricted amount is classified as "replacement reserves" in the consolidated statement of financial position and is generally not available for routine operating expenses.

**Deferred Costs**

Certain costs related to long-term debt, such as accountants, attorneys and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. As of June 30, 2020, the Organization had $315,744 in unamortized deferred costs presented as a direct deduction from the carrying amount of the related long-term debt. In addition, the amortization of the unamortized deferred costs is included with interest expense.

**Tuition, Fees and Other Changes in Net Assets**

Tuition, fees and other support are recorded as increases in net assets without donor restrictions 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 net assets without donor restrictions. Gains and losses on other assets and liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor restriction or by law. Expirations of temporary restrictions, if any, on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between the applicable classes of net assets.

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

**Income Taxes**

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

**Allocation of Costs**

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statement of activities. Accordingly, certain costs have been allocated proportionally based on payroll 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 $465,188 in 2020.

## 2. Availability and Liquidity of Financial Assets

As of June 30, 2020, the Organization had working capital of $15,587,639 and average days (based on normal expenditures) cash and cash equivalents on hand of 69.

Financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows as of June 30:

| | |
|---|---|
| Cash and cash equivalents | $17,167,299 |
| Tuition and fees receivable | 13,102,060 |
| Financial assets available at year end for current use | $30,269,359 |

The Organization has replacement reserves which are for restricted use and subject to MSHA approval. As a result, these replacement reserves are not considered available for general expenditure within the next year and are not reflected in the amount above.

The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

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## 3. Significant Concentrations

Approximately 17% of the revenue recorded during 2020 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 14% of the revenue recorded during 2020 was from the Massachusetts Department of Mental Health and Developmental Services.

Approximately 12% of the revenue recorded during 2020 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under all but one Becket program that is cost reimbursed, but currently has no MaineCare residents, the Organization is reimbursed for the care of qualified residents at specified fee for service rates during the year. The rates are established by the MaineCare program and the programs must still follow the Principles of Reimbursement (the Principles) governing the respective programs.

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

## 4. Lines of Credit

Becket holds a line of credit agreement with Berkshire Bank under which Berkshire Bank agrees to advance up to $250,000 to Becket upon request. Monies advanced accrue interest at the rate of *The Wall Street Journal's* prime rate plus 0.5% (3.75% as of June 30, 2020). The line of credit is collateralized by a security interest in all assets of Becket. The Organization had an outstanding balance on the line of credit of $247,192 at June 30, 2020.

VPI holds a line of credit agreement with Passumpsic Savings Bank under which Passumpsic Savings Bank agrees to advance up to $250,000 to VPI upon request. Monies advanced accrue interest at the rate of 5%. The Organization had an outstanding balance on the line of credit of $249,055 at June 30, 2020. The line of credit is collateralized by various real estate in Bennington and Newbury, Vermont.

## 5. Long-Term Debt

Long-term debt consists of the following:

| | |
|---|---|
| **Becket Academy, Inc.** | |
| Note payable to TD Bank, due in monthly installments of $1,692, including interest at 5.48%, through December 2030; collateralized by real estate in Conway, New Hampshire. | $ 235,025 |

**BECKET ACADEMY, INC. AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2020**

| | |
|---|---|
| Note payable to MSHA, due in monthly installments of $2,661, including interest at 7.0%, through April 2032; collateralized by land, buildings and equipment in Litchfield, Maine. | 248,210 |
| Note payable to MSHA, due in monthly installments of $1,830, including interest at 7.0%, through October 2029; collateralized by real estate in Lewiston, Maine. | 150,864 |
| Note payable to MSHA, due in monthly installments of $1,830, including interest at 5.5%, through December 2030; collateralized by real estate in Lewiston, Maine. | 74,172 |
| Note payable to Berkshire Bank, due in monthly installments of $36,336, including interest at LIBOR plus 2.50% (2.67% at June 30, 2020), through July 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine, and Massachusetts. | 5,766,776 |
| Note payable to Berkshire Bank, due in monthly installments of $6,477, including interest at the adjusted LIBOR rate plus 2.50% (2.67% as of June 30, 2020), through January 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine, and Massachusetts. | 934,368 |
| Note payable, due in monthly installments of $3,805, including interest at 5.0%, through June 2037; collateralized by real estate in Templeton, Massachusetts. | 525,000 |
| Construction note payable to Berkshire Bank, advance of up to $2,000,000 upon request, monthly interest only payments through December 2018 at *The Wall Street Journal's* prime rate plus 0.5%, principal and interest payments commenced on January 2019, including interest at the adjusted LIBOR rate plus 2.5% (2.67% as of June 30, 2020), through January 2025, at which time the remaining balance is due in full; collateralized by real estate in New Hampshire, Maine and Massachusetts. | 1,585,901 |
| Economic Injury Disaster Loan (EIDL) to Small Business Administration (SBA), payable in monthly installments of $2,136, including interest at 2.75%, beginning April 22, 2021. The loan is collateralized by all business assets. The loan is due and payable in April 2050. | 500,000 |
| Note payable to Centenne Corporation, due in monthly installments of $22,160, including interest at 6.0%, through August 2021; collateralized by business assets. | 278,248 |

| | |
|---|---|
| Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from $382 to $793, totaling $21,594. Interest rates range from 0% to 9.50%. Maturities range from July 2020 through June 2023. The notes are collateralized by vehicles. | 536,317 |
| Total Becket Academy, Inc. | 10,834,881 |
| **Mount Prospect Academy, Inc.** | |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $6,737, including interest at 4.25%, through February 2024 at which point monthly payments will increase to $7,300, including interest at *The Wall Street Journal's* prime rate plus 1% (4.25% at June 30, 2020), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire. | 958,232 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $8,374, including interest at 4.25%, through February 2024 at which point monthly payments will increase to $9,074, including interest at *The Wall Street Journal's* prime rate plus 1% (4.25% at June 30, 2020), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire. | 1,190,989 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $9,574, including interest at 4.25%, through February 2024 at which point monthly payments will increase to $10,374, including interest at *The Wall Street Journal's* prime rate plus 1% (4.25% at June 30, 2020), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire. | 1,361,657 |
| EIDL to SBA, payable in monthly installments of $641, including interest at 2.75% beginning June 3, 2021. The loan is collateralized by all business assets. The loan is due and payable in June 2050. | 150,000 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $2,220 beginning February 1, 2020 with an interest rate of $4.875% through February 2025 at which point interest will be based at *The Wall Street Journal's* prime rate plus 1%, through January 1, 2040, when the remaining balance is due in full. The note is collateralized by all business assets associated with the Rumney, New Hampshire program. | 334,892 |

| | |
|---|---|
| Note payable to Passumpsic Savings Bank, due in monthly installments of $1,646 beginning February 1, 2020 with an interest rate of $4.875% through February 2025 at which point monthly payments will increase to $1,742 at an interest rate at *The Wall Street Journal's* prime rate plus 1%, through January 1, 2040 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Warren, New Hampshire program. | 248,214 |
| Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $327 to $796, totaling $21,655. Interest rates range from 0% to 7.99%. Maturities range from July 2020 through January 2024. The notes are collateralized by vehicles and equipment. | 651,228 |
| Total Mount Prospect Academy, Inc. | 4,895,212 |
| **Mountain Valley Treatment Center** | |
| EIDL to SBA, payable in monthly installments of $2,136, including interest at 2.75% beginning April 21, 2021. The loan is collateralized by all business assets. The loan is due and payable in April 2050. | 500,000 |
| Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $369 to $766, totaling $9,029. Interest rates range from 0% to 5.79%. Maturities range from July 2020 through August 2024. The notes are collateralized by vehicles and equipment. | 134,965 |
| Total Mountain Valley Treatment Center | 634,965 |
| **Vermont Permanency Initiative, Inc.** | |
| Construction note payable to Passumpsic Savings Bank, advance of up to $1,905,000, due in monthly installments of $12,572, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 1,754,399 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $6,001, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 849,415 |

**BECKET ACADEMY, INC. AND AFFILIATES**

**Notes to Consolidated Financial Statements**

**June 30, 2020**

| | |
|---|---|
| Construction note payable to Passumpsic Savings Bank, advance of up to $540,000, due in monthly installments of $3,564, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 143,489 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $2,203, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 311,761 |
| Note payable to Passumpsic Savings Bank, due in monthly installments of $659, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont. | 93,342 |
| EIDL to SBA, payable in monthly installments of $2,136, including interest at 2.75% beginning April 21, 2021. The loan is collateralized by all business assets. The loan is due and payable in April 2050. | 500,000 |
| Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $303 to $785, totaling $23,228. Interest rates range from 0% to 6.39%. Maturities range from November 2020 through July 2023. The notes are collateralized by vehicles and equipment. | 436,298 |
| Total Vermont Permanency Initiative, Inc. | 4,088,704 |
| | 20,453,762 |
| Less: Current portion | 1,452,000 |
| Unamortized deferred costs | 315,744 |
| Long-term debt, net of current portion and unamortized deferred costs | $ 18,686,018 |

Maturities of long-term debt are as follows:

| | |
|---|---|
| 2021 | $ 1,452,000 |
| 2022 | 1,204,000 |
| 2023 | 1,031,000 |
| 2024 | 851,000 |
| 2025 | 1,450,000 |
| Thereafter | 14,465,762 |
| | $ 20,453,762 |

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Interest expense charged to operations, including amortization of deferred costs of $14,583, was $901,129 in 2020. Cash paid for interest approximates interest expense.

## 6. Commitments and Contingencies

### Operating Leases

The Organization leases facilities from various parties, including related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to senior management of the Organization. Total rent for all leases was $1,293,132 in 2020. Total rent paid to related parties was $315,000 in 2020.

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

| | |
|---|---|
| 2021 | $ 452,735 |
| 2022 | 264,366 |
| 2023 | 172,255 |
| 2024 | 109,620 |
| 2025 | 69,423 |
| Total | $ 1,068,399 |

### Self-Insurance

The Organization has a self-insured healthcare plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of $125,000 with an aggregate limit of $7,319,337 of the expected claims. At June 30, 2020, the Organization has accrued $447,312 under the self-insurance contract, for estimated unpaid claims, which is reported in the Organization's accrued expenses in the consolidated statement of financial position.

### Litigation

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

## 7. Defined Contribution Retirement Plans

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

Employer contributions were as follows in 2020:

| | |
|---|---|
| Becket | $ 258,814 |
| MPA | 268,106 |
| MVTC | 54,555 |
| VPI | 144,886 |
| Total | $ 726,361 |

## 8. Service Provider Tax

The Maine Legislature enacted legislation that repealed the sales tax on certain kinds of services and replaced it with a new Service Provider Tax (SPT). This law imposes a 6% SPT on the "value" (i.e., sales price) of certain services provided in the State, including Private Non-Medical Institutions services and certain clinical and outpatient services. Providers are taxed based on all revenue, regardless of source, received for the purpose of providing food, shelter and treatment. MaineCare is then reimbursing facilities for their portion of the tax by increasing their direct care per diem rate. The portion of the tax paid on revenue generated from private pay residents will not be funded by MaineCare.

Total SPT expense was $558,973 in 2020.

## 9. Functional Expenses

The costs of providing the programs are summarized on a functional basis as follows for the year ended June 30, 2020:

| | Education and Home Life | General Administration | Total |
|---|---|---|---|
| Salaries and wages | $ 43,720,084 | $ 8,729,110 | $ 52,449,194 |
| Employee benefits | 6,574,814 | 1,230,848 | 7,805,662 |
| Payroll taxes | 3,557,218 | 812,630 | 4,369,848 |
| Transportation and travel | 1,155,721 | 194,700 | 1,350,421 |
| Professional services | 1,906,879 | 264,081 | 2,170,960 |
| Provider stipends | 6,109,570 | - | 6,109,570 |
| Food and supplies | 4,349,712 | 824,870 | 5,174,582 |
| Utilities | 1,428,726 | 271,477 | 1,700,203 |
| Depreciation | 2,583,169 | 558,724 | 3,141,893 |
| Interest | 744,286 | 156,843 | 901,129 |
| Insurance | 752,400 | 141,509 | 893,909 |
| Rental and repairs expense | 2,596,288 | 465,213 | 3,061,501 |
| Other | 4,062,866 | 683,033 | 4,745,899 |
| Total | $ 79,541,733 | $ 14,333,038 | $ 93,874,771 |

## 10. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2020, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

## 11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security (CARES) Act, a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding. During 2020, the Organization obtained $6,180,833 under the CARES Act Paycheck Protection Program (PPP). The PPP has specific criteria for eligibility and provides for forgiveness of the funds under this program if the Organization meets certain requirements. Any portion of the funds that are not forgiven is to be repaid within 2 years at a 1% interest rate. As of June 30, 2020, the Organization is reporting the PPP funds as refundable advances in the consolidated statement of financial position.

During 2020, the Organization obtained $1,650,000 under the CARES Act EIDL program. The funds will be repaid over 30 years at a 2.75% interest rate beginning in April 2021. As of June 30, 2020, the Organization is reporting the EIDL funds as long term debt in the consolidated statement of financial position.

The Organization has received emergency grant funding under the CARES Act from the Centers for Medicare & Medicaid Services and passed through States and Area Agencies totaling $1,354,597 to offset the cost impact. While management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated. These funds are recognized as long-term care stabilization revenue in the statement of activities. The Organziation has also received emergency grant funding under the CARES Act from the U.S. Department of Health and Human Services totaling $885,000 to offset the cost impact. While management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated. These funds are recognized as other revenue in the statement of activities.

## 12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through December 22, 2020, which is the date that the consolidated financial statements were available to be issued.

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# SUPPLEMENTARY INFORMATION

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidating Statement of Financial Position

## June 30, 2020

## ASSETS

| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Consolidated Total |
|---|---|---|---|---|---|---|
| Current assets | | | | | | |
| Cash and cash equivalents | $ 4,942,042 | $ 5,693,665 | $ 1,736,348 | $ 4,795,244 | $ - | $ 17,167,299 |
| Tuition and fees receivable, net | 5,111,568 | 5,629,319 | 12,643 | 2,359,700 | (11,170) | 13,102,060 |
| Current portion of note receivable | 33,000 | - | - | - | (33,000) | - |
| Prepaid expenses | 180,901 | 94,304 | 31,494 | 6,743 | - | 313,442 |
| Total current assets | 10,267,511 | 11,417,288 | 1,780,485 | 7,161,687 | (44,170) | 30,582,801 |
| Property and equipment | | | | | | |
| Land and land improvements | 2,026,151 | 1,277,178 | 149,925 | 1,020,248 | - | 4,473,502 |
| Buildings and building improvements | 13,636,403 | 8,412,381 | 971,154 | 5,395,147 | - | 28,415,085 |
| Leasehold improvements | 898,631 | 2,381,422 | - | 36,610 | - | 3,316,663 |
| Vehicles and equipment | 1,872,664 | 1,527,378 | 507,164 | 1,278,207 | - | 5,185,413 |
| Furniture and fixtures | 1,267,275 | 651,367 | 233,531 | 87,326 | - | 2,239,499 |
| Construction-in-progress | 491,095 | 238,475 | 21,353 | 934 | - | 751,857 |
| | 20,192,219 | 14,488,201 | 1,883,127 | 7,818,472 | - | 44,382,019 |
| Less accumulated depreciation | 5,277,220 | 5,187,944 | 1,044,260 | 1,994,062 | - | 13,503,486 |
| Property and equipment, net | 14,914,999 | 9,300,257 | 838,867 | 5,824,410 | - | 30,878,533 |
| Other assets | | | | | | |
| Other long-term asset | 481,469 | - | - | - | - | 481,469 |
| Replacement reserves | 2,927 | - | - | - | - | 2,927 |
| Note receivable, net of current portion | 717,000 | - | - | - | (717,000) | - |
| Due from related parties | 3,821,072 | - | 202,577 | - | (4,023,649) | - |
| Total other assets | 5,022,468 | - | 202,577 | - | (4,740,649) | 484,396 |
| Total assets | $ 30,204,978 | $ 20,717,545 | $ 2,821,929 | $ 12,986,097 | $ (4,784,819) | $ 61,945,730 |

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## BECKET ACADEMY, INC. AND AFFILIATES

## Consolidating Statement of Financial Position (Concluded)

## June 30, 2020

## LIABILITIES AND NET ASSETS

| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Consolidated Total |
|---|---|---|---|---|---|---|
| Current liabilities | | | | | | |
| Line of credit | $ 247,192 | $ - | $ - | $ 249,055 | $ - | $ 496,247 |
| Current portion of long-term debt | 704,000 | 339,000 | 93,000 | 349,000 | (33,000) | 1,452,000 |
| Accounts payable | 956,599 | 201,519 | 47,652 | 129,637 | (11,170) | 1,324,237 |
| Accrued expenses | 2,029,326 | 2,200,073 | 331,436 | 754,327 | - | 5,315,162 |
| Prepaid tuition | - | - | 226,683 | - | - | 226,683 |
| Refundable advances | - | 3,630,385 | 597,200 | 1,953,248 | - | 6,180,833 |
| Total current liabilities | 3,937,117 | 6,370,977 | 1,295,971 | 3,435,267 | (44,170) | 14,995,162 |
| Long-term liabilities | | | | | | |
| Long-term debt, net of current portion and unamortized deferred costs | 9,952,929 | 4,498,138 | 1,287,794 | 3,664,157 | (717,000) | 18,686,018 |
| Due to related parties | - | 1,165,492 | - | 2,858,157 | (4,023,649) | - |
| Total long-term liabilities | 9,952,929 | 5,663,630 | 1,287,794 | 6,522,314 | (4,740,649) | 18,686,018 |
| Total liabilities | 13,890,046 | 12,034,607 | 2,583,765 | 9,957,581 | (4,784,819) | 33,681,180 |
| Net assets without donor restrictions | 16,314,932 | 8,682,938 | 238,164 | 3,028,516 | - | 28,264,550 |
| Total liabilities and net assets | $ 30,204,978 | $ 20,717,545 | $ 2,821,929 | $ 12,986,097 | $ (4,784,819) | $ 61,945,730 |

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# BECKET ACADEMY, INC. AND AFFILIATES

## Consolidating Statement of Activities

## Year Ended June 30, 2020

| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Consolidated Total |
|---|---|---|---|---|---|---|
| Changes in net assets without donor restrictions | | | | | | |
| Revenue and support | | | | | | |
| Tuition, fees and other support, net | $ 44,434,445 | $ 32,260,282 | $ 4,299,572 | $ 15,004,836 | $ - | $ 95,999,135 |
| State nutrition program | 54,203 | 88,086 | - | - | - | 142,289 |
| Management fees | 1,428,688 | - | - | - | (1,428,688) | - |
| Contributions | 1,000 | 204,683 | 210,186 | - | - | 415,869 |
| Grant revenue | 10,000 | 10,000 | - | 10,000 | - | 30,000 |
| Long term care stabilization revenue | 395,893 | 958,704 | - | - | - | 1,354,597 |
| Other revenue | 965,983 | 177,728 | 60,426 | 135,320 | (410,596) | 928,861 |
| Total revenue and support | 47,290,212 | 33,699,483 | 4,570,184 | 15,150,156 | (1,839,284) | 98,870,751 |
| Expenses | | | | | | |
| Program expenses | | | | | | |
| Education and home life | 41,857,807 | 23,277,150 | 3,335,808 | 11,378,914 | (307,946) | 79,541,733 |
| Supporting expenses | | | | | | |
| General administration | 3,949,248 | 7,780,273 | 1,561,687 | 2,573,168 | (1,531,338) | 14,333,038 |
| Total expenses | 45,807,055 | 31,057,423 | 4,897,495 | 13,952,082 | (1,839,284) | 93,874,771 |
| (Loss) gain on disposal of property and equipment | (89,242) | (14,583) | 5,939 | (19,342) | - | (117,228) |
| Change in net assets | 1,393,915 | 2,627,477 | (321,372) | 1,178,732 | - | 4,878,752 |
| Net assets, beginning of year | 14,921,017 | 6,055,461 | 559,536 | 1,849,784 | - | 23,385,798 |
| Net assets, end of year | $ 16,314,932 | $ 8,682,938 | $ 238,164 | $ 3,028,516 | $ - | $ 28,264,550 |

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## BECKET ACADEMY, INC. AND AFFILIATES

### Consolidating Statement of Functional Expenses

### Year Ended June 30, 2020

| | Education and Home Life | | | | | | General Administration | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Total Program Expenses | Becket Academy, Inc. | Mount Prospect Academy, Inc. | Mountain Valley Treatment Center | Vermont Permanency Initiative | Intercompany Eliminations | Total Supporting Expenses | Total Expenses |
| Salaries and wages | $ 21,038,780 | $ 14,372,045 | $ 1,448,915 | $ 6,860,344 | $ - | $ 43,720,084 | $ 2,323,198 | $ 4,345,432 | $ 650,463 | $ 1,410,017 | $ - | $ 8,729,110 | $ 52,449,194 |
| Employee benefits | 3,048,925 | 2,023,649 | 253,543 | 1,248,697 | - | 6,574,814 | 370,325 | 490,052 | 113,824 | 256,647 | - | 1,230,848 | 7,805,662 |
| Payroll taxes | 1,707,677 | 1,115,851 | 119,293 | 614,397 | - | 3,557,218 | 247,438 | 373,631 | 65,283 | 126,278 | - | 812,630 | 4,369,848 |
| Total personnel costs | 25,795,382 | 17,511,545 | 1,821,751 | 8,723,438 | - | 53,852,116 | 2,940,961 | 5,209,115 | 829,570 | 1,792,942 | - | 10,772,588 | 64,624,704 |
| Advertising | 106,434 | 79,686 | 146,065 | 25,239 | - | 357,424 | 11,826 | 24,257 | 66,494 | 5,187 | - | 107,764 | 465,188 |
| Athletic transport and recreation | 55,990 | 135,067 | 43,187 | 59,885 | - | 294,129 | - | - | - | - | - | - | 294,129 |
| Auto repairs and leasing | 368,129 | 225,804 | 14,236 | 63,160 | (71,323) | 600,006 | 40,903 | 68,737 | 6,481 | 12,981 | (23,775) | 105,327 | 705,333 |
| Bad debts, net of recoveries | 3,573 | 223 | 59,206 | - | - | 63,002 | - | - | - | - | - | - | 63,002 |
| Consultation | 128,160 | 52,849 | 29,299 | 129,916 | - | 340,224 | 14,240 | 16,088 | 13,338 | 26,702 | - | 70,368 | 410,592 |
| Contracted labor | 607,154 | - | - | - | - | 607,154 | - | - | - | - | - | - | 607,154 |
| Dues and subscriptions | 19,285 | 12,781 | 4,340 | 1,465 | - | 37,871 | 2,143 | 3,891 | 1,976 | 301 | - | 8,311 | 46,182 |
| Equipment rental and maintenance | 129,109 | 83,708 | 9,215 | 25,998 | - | 248,030 | 14,345 | 25,482 | 4,195 | 5,343 | - | 49,365 | 297,395 |
| Facilities rental expense | 905,840 | 317,296 | 96,912 | 39,175 | (236,623) | 1,122,600 | 100,649 | 96,588 | 44,118 | 8,052 | (78,875) | 170,532 | 1,293,132 |
| Farm | 1,097 | 2,689 | 9,553 | - | - | 13,339 | - | - | - | - | - | - | 13,339 |
| Food and supplies | 676,801 | 732,357 | 86,211 | 447,158 | - | 1,942,527 | 75,200 | 222,937 | 39,247 | 91,905 | - | 429,289 | 2,371,816 |
| Heating fuel | 332,572 | 85,429 | 15,139 | 64,885 | - | 498,025 | 36,952 | 26,005 | 6,892 | 13,336 | - | 83,185 | 581,210 |
| Home life supplies | 253,190 | 162,107 | 20,194 | 73,751 | - | 509,242 | 28,132 | 49,347 | 9,193 | 15,158 | - | 101,830 | 611,072 |
| Infirmary supplies | 50,150 | 116,524 | 23,603 | 29,495 | - | 219,772 | - | - | - | - | - | - | 219,772 |
| Insurance | 425,602 | 187,050 | 34,267 | 105,481 | - | 752,400 | 47,289 | 56,940 | 15,600 | 21,680 | - | 141,509 | 893,909 |
| Interest | 347,730 | 183,878 | 52,413 | 160,265 | - | 744,286 | 44,070 | 55,974 | 23,880 | 32,939 | - | 156,843 | 901,129 |
| Management fees | - | - | - | - | - | - | - | 1,016,467 | 140,984 | 271,237 | (1,428,688) | - | - |
| Materials and supplies | 34,555 | 27,219 | 3,482 | 5,510 | - | 70,766 | 3,839 | 8,286 | 1,585 | 1,132 | - | 14,842 | 85,608 |
| Office supplies | 716,813 | 481,717 | 63,292 | 115,953 | - | 1,377,575 | 79,824 | 148,640 | 28,813 | 23,832 | - | 278,909 | 1,656,484 |
| Other | 1,183,455 | 90,829 | 87,186 | 73,161 | - | 1,434,631 | 131,502 | 27,650 | 39,690 | 15,036 | - | 213,878 | 1,648,509 |
| Other occupancy costs | 378,747 | 186,735 | 16,744 | 75,197 | - | 655,423 | 41,861 | 56,844 | 7,622 | 15,455 | - | 121,782 | 777,205 |
| Pension contribution | 232,933 | 205,538 | 37,489 | 120,184 | - | 596,144 | 25,881 | 62,568 | 17,066 | 24,702 | - | 130,217 | 726,361 |
| Professional services | 623,000 | 104,988 | 180,000 | 51,513 | - | 959,501 | 69,222 | 31,960 | 81,943 | 10,588 | - | 193,713 | 1,153,214 |
| Provider stipends | 6,109,570 | - | - | - | - | 6,109,570 | - | - | - | - | - | - | 6,109,570 |
| Real estate taxes | 189,271 | 153,928 | 39,411 | 74,213 | - | 456,823 | 21,030 | 46,857 | 17,941 | 15,253 | - | 101,081 | 557,904 |
| Repair and maintenance | 253,372 | 228,794 | 50,856 | 92,630 | - | 625,652 | 28,152 | 69,847 | 23,152 | 19,038 | - | 139,989 | 765,641 |
| Student clothing and personal items | 29,277 | 131,915 | 340 | 48,483 | - | 210,015 | - | - | - | - | - | - | 210,015 |
| Student educational supplies | 26,519 | 184,500 | 471 | 18,340 | - | 229,830 | - | - | - | - | - | - | 229,830 |
| Teacher training and development | 48,735 | 87,466 | 79,185 | 22,808 | - | 238,194 | - | - | - | - | - | - | 238,194 |
| Telephone | 259,239 | 133,433 | 32,088 | 87,317 | - | 512,077 | 28,804 | 40,618 | 14,608 | 17,948 | - | 101,976 | 614,053 |
| Travel | 337,950 | 412,147 | 35,130 | 76,365 | - | 861,592 | 37,550 | 125,462 | 15,993 | 15,695 | - | 194,700 | 1,056,292 |
| Utilities | 192,727 | 151,455 | 14,005 | 60,437 | - | 418,624 | 21,414 | 48,104 | 6,376 | 12,422 | - | 88,316 | 504,940 |
| Depreciation | 1,037,648 | 807,493 | 230,538 | 507,492 | - | 2,583,169 | 103,659 | 245,809 | 104,950 | 104,306 | - | 558,724 | 3,141,893 |
| Total | $ 41,857,807 | $ 23,277,150 | $ 3,335,808 | $ 11,378,914 | $ (307,946) | $ 79,541,733 | $ 3,949,248 | $ 7,780,273 | $ 1,561,687 | $ 2,573,168 | $ (1,531,338) | $ 14,333,038 | $ 93,874,771 |

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**VPI BOARD OFFICERS:**

Jeffrey Caron, President

Laurae Baker, Vice President

Jeffrey Park, Secretary

**VPI BOARD TRUSTEES:**

Robert Bannon

Andy Ribolini

Kendall Turner

Dr. Denise Pickering

Timothy Wolff

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Amy V. Egbert

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# Jeffrey S. Caron

## Professional Experience

**President and Executive Director, 2008-Present**

Mount Prospect Academy: Plymouth, New Hampshire

- Responsible for admissions and discharge planning for 5 distinct intensive residential programs over northern New Hampshire serving over 250 students annually.
- Design and oversee programs
- Responsible for setting vision and mission
- Development of services to meet the changing needs of youth in the State of New Hampshire
- Curriculum development
- Treatment program development
- Assure compliance with NH-DCYF, NH-DJJS, VT-DCF, MA-DMH, and MA-DCF
- Directly supervise ten director-level employees to ensure a high quality of service

**President, 2014 to Present**

Vermont Permanency Initiative: Bennington, Vermont

- Responsible for analyzing entire budget and making steps to make program financially viable
- Working with administration and providing leadership through transition
- Initiate academic leadership and improve academic instruction, programming, administrative advocacy, physical plant improvements
- Oversee and implement new Admission Department
- Implement New Administrative Structure
- Oversee transition i.e., Policy, Human Resources, Clinical, Academic, Residential scheduling, maintenance, etc.
- Assure compliance with VT-DMH, VT-DCF, VT-AOE, NH-DHHS, NH-DMH, MA-DCF, RI-DCF, NY-DCF, ME-DCF.
- Directly supervise Executive Directors to ensure a high quality of service
- Develop and maintain high quality of services within the VT S+S community Based Services throughout the state of Vermont.

**Executive Director, 2001-2003**

Life Centered Learning Institute: Tilton, New Hampshire .

- Responsible for day to day operational and functional oversight of the program
- Design and coordinate all academic programming
- Staff development
- Curriculum development
- Framework compliance
- Staff hiring and evaluations

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Laurae Baker, PhD, NCC, LADC, LCMHC

## Education

| | | |
|---|---|---|
| **PhD**: Counselor Education | Ohio University | June 2005 |
| **Master of Education**: Counseling | Ohio University | June 1997 |
| **Bachelor of Science**: Elementary Education | Ohio University | June 1994 |

## Brief Employment History

**Vice President**
**Vermont Permanency Initiative**
Becket Family of Services
Bennington, Vermont
April 2019-Current

**Executive Director**
Vermont School for Girls
New England School for Girls
Becket Family of Services
Bennington, Vermont
May 2019-Current

**Director of Program Development**
VPI South
Becket Family of Services
Bennington, Vermont
April 2017-April 2019

**Owner/Therapist /Consultant**
Arlington Counseling and Wellness, LLC
Arlington, Vermont
September 2011-July 2020

**Associate Professor**
Esteves School of Education
Sage Graduate School
Troy, New York
June 2015-June 2019

**Department Chair**
Professional Education Programs
Esteves School of Education
Sage Graduate School
Troy, New York
May 2016- May 2017

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# JOHN T. SEARS

## PROFESSIONAL PROFILE

Skilled financial accounting professional with thirty years of steady growth. Areas of expertise include leading the complete month-end close process, full balance sheet reconciliation, internal and external financial reporting, budgeting, forecasting, cash management, fixed assets, inventory, years of hands-on experience in many capacities in the hospitality industry.

## PROFESSIONAL EXPERIENCE

COLWEN HOTELS, Portsmouth, NH 1/2017-Present

**DIRECTOR of HOTEL ACCOUNTING**

- Manage and train team of three direct, two indirect reports who complete month end close/Balance Sheet reconciliation for portfolio of 32 hotels.
- Maintaining budget, and forecast files for portfolio.
- Review financials with General Managers monthly.
- Deliver accurate, timely financial reporting package for 15 hotels monthly.
- Collaborate with CFO in development and deployment of SOP's.
- Manage Transition/Opening accounting checklist
- Mentor and train accounting staff in Income Journal processing, month end close, cash and balance sheet reconciliations.

**REGIONAL CONTROLLER**

- Manage complete month end close/Balance Sheet reconciliation for portfolio of seven hotels.
- Responsible for training and oversite of property accountants at full service properties.
- Responsible for accurate, timely full financial reporting to three different ownership groups.
- Member of Advisory Committee, which develops and implements best practices and SOP's.
- Responsible for Cash Management of 19 bank accounts including weekly reconciliation.
- Perform monthly on-site training for hotel management staff.
- File MA and NJ Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly.

PYRAMID HOTEL GROUP LLC, Boston, MA 3/2014-1/2017

**CENTRALIZED CONTROLLER**

- Manage complete month end close/Balance Sheet reconciliation for four active, three inactive hotels.
- Responsible for accurate, timely full financial reporting to four different ownership companies.
- Responsible for Cash Management, including 26 bank accounts.
- File MA, FL, AZ, HI Room Occupancy, Meals & Beverage, Sales & Use, and Services taxes monthly.
- Perform Task Force assignments – due diligence, property take-over/disposition teams.

**CONTROLLER**

- Member of the Executive Committee.
- Manage an accounting staff of three associates for a $11 Million, 293 room hotel featuring 189 Prime restaurant, Lobby Lounge, Characters Sports Bar, Conference Center, Room Service, and Gift Shop.
- Responsible for accurate, timely financial reporting to ownership, including SOI, monthly forecast, and weekly productivity reporting.
- Produce annual budget.
- File MA Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly.

HEI HOTELS & RESORTS, Embassy Suites - Waltham, MA 9/2013-3/2014

**DIRECTOR of FINANCE**

- Member of the Executive Committee.
- Manage an accounting staff of three associates for an $18 Million, 275 room hotel featuring full service Restaurant, Bar, and Conference Center, Suite Service, and Gift Shop revenue centers.

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## PROFESSIONAL EXPERIENCE (Continued)

- Responsible for accurate, timely financial reporting to ownership and management company, including Income Statement, Mid-month Reforecast, Daily Sales Report, and productivity reporting.
- Produce annual budget.
- File Massachusetts Room Occupancy, Meals & Beverage, Sales & Use, and Service taxes monthly.

WEDGE HOTELS CORPORATION, Wyndham Boston/Chelsea, MA 3/2005-9/2013
**CONTROLLER**
- Member of the Executive Committee.
- Managed an accounting staff of three associates for a $6 Million, full service hotel, restaurant and bar.
- Responsible for accurate, timely financial reporting to ownership.
- Produce annual budget.
- Performed Task Force - due-diligence, property takeover/disposition teams.

THE ATKINSON RESORT & COUNTRY CLUB, Atkinson, NH 6/2003-3/2005
**CONTROLLER**
- Member of the Executive Committee, Marketing Committee, and Operations Committee.
- Managed an accounting staff of six for a $15 million Golf resort with Hotel and full F&B.
- Responsible for accurate, timely financial reporting to ownership and quarterly audits by CPA firm.
- Instituted the company's first budgeting and reconciliation.
- Implemented Micros 3700 POS system.

MAST INDUSTRIES, INC., Andover, MA 1/2001-6/2003
**SENIOR FINANCIAL ANALYST – Financial Reporting**
- Produced internal and external consolidated financial reports for $1.6 billion Company.
- Audited and posted financial statements of foreign production offices and joint ventures to the G/L.
- Member of Hyperion Enterprise consolidation software implementation team.

RADISSON HOTEL & SUITES, Chelmsford, MA 1992-2001
**ASSISTANT CONTROLLER** (1998-1/2001)
- Coordinated and led entire month-end close for full service hotel and conference center.
- Supervised and trained A/P Clerk, A/R Clerk, General Cashier, Payroll Manager, and Night Auditors.
- Reconciled entire balance sheet, Filed Massachusetts Room Occ., Meals, S&U taxes monthly.

**Staff Accountant** (1997 – 1998) Conducted month-end and reconciliations for limited service hotel.
**Accounts Payable Manager/General Cashier** (1994 – 1997) A/P for three hotels, and daily cash deposits.
**Night Audit Supervisor** (1992 – 1994) Accurately computed and reported nightly revenues and payments.
**Waiter, Bartender, Food Preparation, Dishwasher** (1985 – 1999) For fine dining and casual restaurants.

## RECOGNITION

**ACE Award – Pyramid Hotel Group, LLC Quarter 2, 2014 Best Flow-Thru %.**
**ACE Award – Pyramid Hotel Group, LLC Quarter 3, 2014 Best Reporting Report Card.**
**"Yes There Is A Way" Award – MAST Industries Quarter 1, 2002.** Hyperion database implementation.
**"Most Valuable Manager" Award 1999 – Radisson Hotel & Suites.**

## EDUCATION

| | |
|---|---|
| **Bachelor of Science in Business Administration** | Plymouth State University, Plymouth, NH |
| **Associate of Business Science – Accounting** | Mount Washington (Hesser) College, Nashua, NH |

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# Jack Racette

**Education**

January 1984-May 1985
North Adams State College, North Adams, MA

September 1983 – December 1983
Bridgewater State College, Bridgewater, MA

September 1979 – May 1983
Drury High School, North Adams, MA

**Work Experience**

**Director of Operations**

August 2019 – Present

Vermont Permanency Initiative, 192 Fairview St. Bennington, VT 05201
- Supervisor of night awakes
- Supervisor of Assistant AOD
- Supervisor of Residential Director
- Supervisor of Maintenance
- Supervisor of Kitchen Manager
- Perform other duties and responsibilities as assigned by the Executive Director

January 2013 – August 2019

Vermont Permanency Initiative, 192 Fairview St. Bennington, VT 05201
- Supervisor of night awakes
- Supervisor of transportation
- Supervise direct-care staff
- Assist students in daily routine
- Staff scheduling
- Perform other duties and responsibilities as requested by supervisor

July 1995 – December 2012

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Bennington School Incorporated, 20 Fairview St. Bennington, VT 05201

- Supervise direct care staff
- Staff scheduling
- Assist students in daily routine
- Perform other duties and responsibilities as requested by supervisor

**Credentials**

- CPR and First Aid Certified
- ARC Certified
- Med Certified

**References:** Available upon request

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# CATHERINE REDLEIN

## OBJECTIVE

To maintain a position in the Social Services field with an opportunity for personal and professional growth.

## EDUCATION

Suffolk County Community College, Selden, New York
**Human Services Program, A.S., May, 2009**

Stony Brook University, Stony Brook, New York
**Social Welfare Program, BSW, May, 2011**
**Magna Cum Laude**

Stony Brook University, Stony Brook, New York
**Social Welfare Program, MSW, May, 2012**
**Magna Cum Laude**

## LICENSURE

Vermont Licensed Independent Clinical Social Worker
License No: 089.0116623
First Issuance: October 14, 2017
Status: Active

## INTERNSHIP EXPERIENCE

*September 2008 to May 2009*
*The Sayville Project*
**Social Work Intern**

*Facilitated and co-facilitated support groups for adults diagnosed with chronic mental illness*
*Created, designed and executed activities that focused on the recovery of adults diagnosed with chronic mental illness*
*Documented case notes regarding the purpose and outcome of each individual group*

September 2010 to May 2011
The Children's Law Bureau (Legal Aid Society)
**Social Work Intern**

*Conduct interviews to aid in the assistance of court proceeding with*

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*children and families*
*Prepare written reports to assist attorneys for the child*
*Attend social work workshops to enhance my knowledge of current events*
*Create and assist with fundraising activities to assist families and children in need of assistance*

September 2011 to May 2012
Northport Veteran's Affairs Medical Center- Inpatient Psychiatry, Community Living Center 2 & 3, Dialysis Unit
**Social Work Intern**

*Conduct interviews in order to determine the appropriate services to offer mental health Veterans and their families*
*Develop care plans that include counseling, support services, treatment methods and referrals*
*Maintain patient records and prepare reports*
*Monitor progress toward treatment goals and conducted monthly review of active treatment plans*
*Developed and implemented group therapy sessions to Veterans*
*Arranged for services from referral agencies and help patients ease back into the community after leaving inpatient programs*
*Worked continuously with members of the treatment team to ensure continuity of care*

## EMPLOYMENT

October 2002 to May 2012
Maryhaven Center of Hope Suffolk County, New York
**Assistant Residential Manager/Direct Care Counselor**
Supervisor(s): Leslie Martinez (631) 325-0981
Lawrence Ryan (631) 331-9197

*Supervisor of direct care and recreational counselors for developmentally disabled adults and children for 7 years*
*Provide ongoing care and promote independent living to individuals with developmental disabilities*
*Provide supervision for the overall well-being and functioning of both the direct care counselors and residential facility*
*Complete necessary documentation required within New York State regulations*
*Co-facilitated a Core Training course for newly hired staff to review policies, procedures and address any concerns*

May 2012 to Present
Bennington School/Vermont School for Girls (name change January 2016)- Bennington, VT
**Clinician**
Supervisor(s): Lee Gallagher, LICSW, CYT

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- CAFAS Online Reliability Training- September 2013
- Understanding and Treating Completed Trauma in Children & Adolescents- October 2013
- Integrating Yoga Practices into Psychotherapy for Survivors of Developmental Trauma- December 2013
- Eye Movement Desensitization and Reprocessing (Part I- February 2013, Part II- February 2014, Completion of Consultation Hours- April 2014)
- Complex PTSD, Attachment and Dissociative Symptoms: Treating Children with Pervasive Emotion Dysregulation Using EMDR Therapy with Children- May 2014
- Crisis Management, Assessment and Decision Making, July 2014
- The World of Stories and Symbols: The EMDR Sandtray Protocol February 2015
- EMDR Integrative Treatment for Attachment Trauma in Children- May 2015
- Family Therapy Component of the Integrative Attachment Trauma Child Protocol- July 2015
- The Body Keeps the Score: Trauma and Healing with Bessel van der Kolk, M.D.- March 2016
- The Dance of Regulation, Ana Gomez, MC, LPC- June 2016
- Vermont EMDR Child Specialist-Accreditation Program, Level 1- November 2016
- Attachment, Regulation, Competency (ARC) Training- July 2017
- Managing Caregiver Stress and Fatigue- July 2018
- Safe and Sound Protocol- May 2019
- Mandated reporter training through Vermont State- June 2019
- EMDR Therapy for Suicidal Client and Self-Harming Behavior- February 2020
- ARC Trauma Treatment for Children and Adolescents- April 2020
- They Call It The "New Normal" Now Help Me Navigate Through It- May 2020
- Comprehensive Assessment of Needs and Strengths, NH- February 2021
- CPR/First Aid Certified

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# Rhonda Caron

**Education**

- 1999-2001 General Studies
- 2001-2002 Practical Nurse Certificate, Vermont Technical College
- 2001-2003 Associates Degree Liberal Studies, Community College of Vermont

**Work Experience**

- 2013-Present - Director of Nursing, Vermont Permanency Initiative, 192 Fairview Street, Bennington VT 05201
  Supervise Nursing Department
  Direct care of students
  Monitor medication orders
  Teach CPR course to staff
  Teach medication administration
  Oversee general health and safety of students

- 2007-2013 LPN
  Direct care of students
  Monitor medication orders
  Performed other duties as directed by Supervisor

- December 2007 –
  LPN, North Adams Commons
  Care and comfort patients and families
  Educate patient and families
  Document condition in medical record
  Coordinate all care needs
  Pass medications

- 1997-12/2007
  LPN/Unit Coordinator Southwestern Vermont Health Care
  Coordinate admission and discharge
  Coordinate other medical appointments
  Transcribe Physicians orders
  File and maintain medical charge

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Insurance Approvals and tracking
Answer telephone and direct calls
Nursing treatments as orders

- 2003-2005 LPN,Green Mountain Women's Health
  Patient assessment
  Coordinate and schedule surgery and diagnostic test
  Maintain and file medical records
  Phlebotomy
  Inventory and order supplies
  Phone triage
  Insurance authorization and tracking

- 2000-2002 Southwestern Vermont Health Care
  First responder medical emergencies
  Diagnostic procedures EKG
  Transport patients
  Transport specimen
  Transport medical records

- 1999-2000 Southwester Vermont Health Care
  Enter patient demographics
  Insurance authorization
  Coordinate patient rooms
  Answer phone and direct calls

**Credentials**

Licensed Practical Nurse
IV Certified
American Heart Association Basic Life Support Instructor
CPR Instructor

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# TAMARA L. SHUPKA

To enhance my skills in the Human Resource field, concentrating on building skills in Cultural Diversity and Recruitment/ Retention.

## EXPERIENCE

1/29/17- PRESENT

**DIRECTOR OF HUMAN RESOURCE,** VERMONT PERMANENCY INITIATIVE INC.

Responsible for overseeing/ processing payroll for VPI, recruiting/ interviewing/ hiring and onboarding staff, orientation and training of staff, maintaining compliance in areas of trainings, background and MVR checks

6/2011 – 1/2017

**RESIDENTIAL COORDINATOR,** VERMONT PERMANENCY INITITIVE INC.

Responsible for scheduling of staff, ensuring proper ratios are met, daily operations of the campus, crisis intervention, training and supervision of staff.

**2/1998-6/2011- Residential Supervisor, Hillside Children's Center**

## EDUCATION

MAY 2016

**DEVRY INSTITUTE**

3.8 GPA, classes included: Statistics, Computer programming basics, web design basics, Public Speaking

MAY 2005

**FINGER LAKES COMM. COLLEGE**

3.9 GPA, classes included: Into to Psychology, A&P, Sociology, Abnormal Psychology, Interviewing and Counseling.

## SKILLS

- Listening
- Attunement
- Time Management
- TCI Trainer
- Organization

## ACTIVITIES

Volunteer Soccer Coach/ Coordinator for Village of Seneca Falls, NY 1991-2010

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# LARA SAFFO

## EXPERIENCE

**2019 – PRESENT**

CHIEF COMPLIANCE OFFICER, BECKET FAMILY OF SERVICES, MOUNT PROSPECT ACADEMY AND THE VERMONT PERMANENCY INITIATIVE

Oversees and manages compliance issues within Mount Prospect Academy and the Vermont Permanency Initiative. Ensures that both MPA and VPI are in compliance with various legal and regulatory requirements and that employees are in adherence with internal procedures and policies. Managed CARF accreditation for both organizations.

**2009 – 2019**

COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

As the chief law enforcement official for Grafton County, directed and managed the prosecutorial office responsible for justice on behalf of the citizens of Grafton County. Sought and obtained funding to start new alternative sentencing programs, including mental health court, restorative justice for juveniles, and adult diversion. Successfully sought the expansion of drug court and the creation of an Alternative Sentencing Department in Grafton County. Specialized in domestic violence and sexual assaults, leading initiatives in both areas. Founding member and prosecution representative of Grafton County's Child Advocacy Center, as well as multiple Sexual Assault Resource Teams for over a decade. Expanded victim witness assistance to include misdemeanor level courts.

**2004 - 2009**

ASSISTANT AND DEPUTY COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

Initially hired as the Violence Against Woman's Act prosecutor, then promoted to Deputy County Attorney. Responsible for prosecution of felony level crimes and working with over thirty law enforcement agencies on the state and federal level. Networked and collaborated with multiple agencies, including Crisis Support Services.

**1999 - 2004**

ASSOCIATE ATTTORNEY, VAN DORN AND CURTISS, PLLC, ORFORD, NEW HAMPSHIRE

An associate attorney in a boutique law firm specializing in personal injury claims ranging from motor vehicle collisions to torts committed by governmental entities. Civilly represented victims of sexual assault.

## EDUCATION

**MAY 1992**

**J.D., Vanderbilt University School of Law**

Nashville, Tennessee
Dean's List, Andrew Ewing finalist
Visiting Semester in Environmental Studies, Vermont Law School
American Jurisprudence Award, Water Law
Volunteer, Teaching legal skills at Tennessee's Maximum Security Prison

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JUNE 1988
**B.A., Fairfield University**
Fairfield, Connecticut
Major in History, Minor in Latin American Caribbean Studies
Semester abroad in Spain

**1988 – 1989**
**VOLUNTEER, JESUIT VOLUNTEER CORP**
Phoenix, Arizona.
As a member of the Jesuit Volunteer Corp, full time volunteer at the Chrystal Shelter Against Domestic Violence. Also volunteered at Phoenix's homeless shelter, that served over a thousand people in the winter.

## TEACHING EXPERIENCE

2011 – present. Adjunct faculty member, Plymouth State University, Plymouth, New Hampshire. Past adjunct faculty member, White Mountains Community College. Taught a variety of criminal justice classes including: Individual and the Law, Introduction to Criminal Justice, Juvenile Justice, Criminal Procedure and Criminal Law.

## GRANT WRITING EXPERIENCE

Successfully applied for and received grants totaling over a million dollars for Grafton County, NH. Grants awarded included $300,000 (three year) grant from the US Department of Justice to start the Grafton County Mental Health Court, $450,000 (three year) grant to fund a part time adult sexual assault coordinator and two full time roving advocates for two of Grafton County's three advocacy programs. Part of a team that drafted grants to create an adult sexual assault investigator position for New Hampshire's rural counties as well as to obtain funding to start New Hampshire's Human Trafficking Coalition.

## PROTOCOL DRAFTING EXPERIENCE

On the team that wrote New Hampshire's Adult Sexual Assault Protocols and the draft Human Trafficking Protocols. Reviewed and presented on New Hampshire's Child Sexual Assault Protocols, Stalking Protocols and Domestic Violence Protocols.

## AWARDS

Everyday Hero Award, Grafton County Child Advocacy Center (2018)
Hall of Fame, NH Coalition Against Domestic and Sexual Violence (2014)
NAMI New Hampshire's System Change Award (2013)
Carole Estes Community Leader Award, Cady, Inc. (2012)
United Way "Live United" Public Sector Leadership Award (2010)
Annual award: The Grafton County Drug Court (2010)
NH County Attorney of the Year (2010)

### ADDITIONAL INFORMATION

Born and raised on the campus of a boarding school for Justice Involved Youth / Youth in Need of Residential Services (then Becket Academy in Connecticut, precursor to Becket Family of Services in New Hampshire, Maine, Vermont and Massachusetts). Attended this school for five years, from the 4th

through the 8th grade. Worked in various capacities on campus, including food service, adventure-based education, conference planning, and as an administrative assistant.

PRESENTATIONS

Presented on a variety of topics at multiple conferences and New Hampshire's Police Standards and Training Academy.

LEGISLATION

Assisting in drafting legislation on multiple topics, including strangulation, human trafficking, child care licensing, mental health courts and veterans courts.

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**Vermont Permanency Initiative, Inc.**

Key Personnel Covered
in 2021-DBH-12-RESID Contract

| Name | Job Title | Salary | % Paid from this contract | Amount paid from this contract |
|---|---|---|---|---|
| Jeffrey Caron | President | $ 125,000 | 40% | $ 50,000 |
| Laurae Baker | Vice President & Executive Director | $ 194,000 | 47% | $ 91,180 |
| John Sears | Chief Financial Officer, VPI and MPA | $ 160,000 | 10% | $ 16,000 |
| Jack Racette | Director of Operations | $ 91,000 | 47% | $ 42,770 |
| Catherine Redlein | Director of Clinical Services | $ 110,000 | 47% | $ 51,700 |
| Rhonda Caron | Director of Health Services | $ 73,000 | 47% | $ 34,310 |
| Tamara Shupka | Director of Human Resources | $ 73,000 | 47% | $ 34,310 |
| Lara Saffo | Chief Compliance Officer | $ 45,000 | 40% | $ 18,000 |