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Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
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October 13, 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 Children, Youth and Families, to enter into a **Sole Source** contract with Youth Villages, Inc. (VC#266910), Memphis, TN, in the amount of \$7,500,000 for the provisions of Intercept®, an intensive in-home service designed to prevent children from entering out-of-home care, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2023. 32.50% Federal Funds. 67.50% General Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIVISION FOR CHILDREN YOUTH & FAMILIES, CHILD PROTECTION, CHILD - FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	644-504195	SGFSER SGF SERVICE	TBD	\$875,000
2023	644-504195	SGFSER SGF SERVICE	TBD	\$1,750,000
			Subtotal	\$2,625,000

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	563-500915	Community Based Services	47017002	\$1,625,000
2023	563-500915	Community Based Services	47017002	\$3,250,000
			Subtotal	\$4,875,000
			Total	\$7,500,000

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EXPLANATION

This request is **Sole Source** because the Contractor exclusively provides the Intercept® services model, which is proprietary and was developed and only provided by the Contractor. The Contractor has provided services in New Hampshire since 2009 and has served many parts of the State through their office in Manchester, NH. Intercept® is rated and supported by the federal Title IV-E Prevention Services Clearinghouse, aligning with the federal Family First Prevention Services Act legislation. Intercept® is rated as a supported practice because at least one (1) study carried out in a usual care or practice setting achieved a rating of moderate or high on design and execution, and demonstrated a sustained favorable effect of at least six (6) months beyond the end of treatment on at least one (1) target outcome. Intercept® possesses the ability to respond to a broad range of family needs that require longer-term support, care coordination, and direct clinical interventions. There are no other intensive, in-home services currently provided by the Department, who serve this population, that hold this distinction.

The purpose of this request is to provide preventative services to support stabilization and/or reunification for children and youth from birth to age eighteen (18) who have demonstrated emotional and/or behavioral problems, or have experienced abuse and/or neglect that may be at risk of entering foster care or other out-of-home placements. The Contractor's Intercept® services model provides an integrated, intensive in-home parenting skills program, which includes case management, service coordination, systemic family therapy, and promotes family problem-solving skills; in order to safely prevent children from entering out-of-home care.

The Contractor will serve approximately 250 families by the end of Fiscal Year 2022, and an estimated 375 families by the end of Fiscal Year 2023.

The Contractor will serve youth and their families. The Contractor will provide evidence-based and research-informed interventions to the families, address the impact of acute and chronic trauma by completing a risk trauma assessment and provide a comprehensive treatment approach. The Contractor will provide services on an average of five (5) months, and will meet with the family at the home or community on average three (3) times weekly and provide 24-hour on-call crisis support.

The Department will monitor services and program outcomes by utilizing the performance measures included in the contract, which include, but are not limited to:

- 70% of youth will live at home or independently 12 months after discharge.
- Less than 25% will be in state custody 12 months after discharge.
- Share of families who are no longer involved with the Department at three (3) and six (6) months post-discharge.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1.1; of the attached agreement, the parties have the option to extend the agreement for up four (4) 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 statewide children experiencing abuse and/or neglect as well as parents experiencing a multitude of challenges leading to such circumstances will not have access to effective evidence-based intensive parenting support services within their home environment that seek to prevent the child/youth from entering out-of-home care.

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Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.778 Medical Assistance Program, Centers for Medicare and Medicaid Services

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,


for Commissioner Shibinette

Lori A. Shibinette
Commissioner

Subject: Youth Villages Intercept Program SS-2023-DCYF-06-YOUTH-01

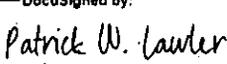
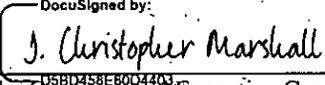
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Youth Villages, Inc.		1.4 Contractor Address 3320 Brother Boulevard Memphis, TN 38133	
1.5 Contractor Phone Number (901) 251-5000	1.6 Account Number 05-95-42-421010-2958 05-95-47-470010-7948	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$7,500,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/4/2021		1.12 Name and Title of Contractor Signatory Patrick W. Lawler CEO	
1.13 State Agency Signature DocuSigned by:  Date: 11/4/2021		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/4/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 11/4/2021

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.

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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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.

**New Hampshire Department of Health and Human Services
Youth Villages Intercept Program**

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 four (4) additional years 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.

New Hampshire Department of Health and Human Services
Youth Villages Intercept Program

EXHIBIT B

Scope of Services

1. Key Definitions

- 1.1. **Begin date of services:** Shall be defined as the date the contractor initiated contact with the client/family, and corresponds with the date listed as "begin date of services" on the Division for Children, Youth and Families (DCYF) Service Authorization Form.
- 1.2. **Face-to-face:** Shall be defined as the first face-to-face interaction following the date on which the referral was made in which a provider begins working with the families to deliver Intercept®. Face-to-Face shall further be defined as in-person interactions; however, DCYF reserves the right to adjust the definition, with a thirty (30) day written or verbal notice to the Contractor agency.
- 1.3. **Open case:** Open case shall be defined as any case opened to DCYF, including community-based/internal voluntary cases.
- 1.4. **Out-of-home care/placement:** Shall be defined as the removal of a child from their normal place of residence to reside in a court-ordered substitute care setting under the placement and care responsibility of DCYF.
- 1.5. **Intercept® services model:** Shall be defined as a supported practice, that provides an integrated, intensive in-home parenting support, used to safely prevent children from entering out-of-home care. Intercept® offers a variety of evidence-based and research-informed practices to meet the individualized needs of a youth and family.
- 1.6. **Supported practice:** Shall be defined as a program that has at least one contrast in a study carried out in a usual care or practice setting that achieves a rating of moderate or high on design and execution and demonstrates a sustained favorable effect of at least 6 months beyond the end of treatment on at least one target outcome.
- 1.7. **Well-supported practice:** Shall be defined as an evidence-based service that has at least two (2) contrasts, with non-overlapping samples in studies carried out in usual care or practice settings that achieve a rating of moderate or high on design and execution and demonstrate favorable effects in a target outcome domain. At least one (1) of the contrasts must demonstrate a sustained favorable effect of at least 12 months beyond the end of treatment on at least one (1) target outcome.

2. Statement of Work

- 2.1. The Contractor shall provide services in this agreement for children ranging in age from birth to eighteen (18) years of age, and identified in an open case with DCYF.
- 2.2. The Contractor shall ensure services are available Statewide, and have Family Intervention Specialists available to serve all DCYF District Offices.

**New Hampshire Department of Health and Human Services
Youth Villages Intercept Program**

EXHIBIT B

- 2.3. For the purposes of this agreement, all references to days shall be defined as a complete "overnight" calendar day and shall include Saturdays, Sundays, and Holidays.
- 2.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 AM to 4:30 PM, excluding state and federal holidays.
- 2.5. The Contractor shall utilize the Intercept® services model, which uses an integrative process combining evidence-based clinical content and consultation with a program expert to address issues and present concerns for children and families.
- 2.6. The Contractor shall provide preventative services to support stabilization and/or reunification for children and youth from birth to age eighteen (18) who have demonstrated emotional and/or behavioral problems, or have experienced abuse and/or neglect and may be at risk of entering foster care or other out-of-home placements.
- 2.7. The Contractor shall be required to deliver the contract with fidelity and in compliance with all Intercept® model specifications and requirements.
- 2.8. The Contractor shall provide case management and service coordination in order to promote and strengthen families eligible only under Intercept® specifications and requirements, parenting skill education, systemic family therapy, and family stabilization, including but not limited to:
 - 2.8.1. Family protective factors.
 - 2.8.2. Overall family functioning.
 - 2.8.3. Parenting skills.
 - 2.8.4. Problem-solving skills.
 - 2.8.5. Natural and community supports.
- 2.9. The Contractor shall provide case management and service coordination in order to reduce incidences including but not limited to:
 - 2.9.1. Out-of-home placements.
 - 2.9.2. Mental health symptomology.
 - 2.9.3. Inappropriate or harmful parenting techniques.
 - 2.9.4. Illicit substance use.
- 2.10. The Contractor shall provide evidence-based and research-informed interventions to the families to address trauma situations including but not limited to:
 - 2.10.1. Family.

**New Hampshire Department of Health and Human Services
Youth Villages Intercept Program**

EXHIBIT B

- 2.10.2. School.
- 2.10.3. Neighborhood.
- 2.10.4. Peer group.
- 2.10.5. Community.
- 2.11. The Contractor shall utilize the Intercept® services model, which provides an integrated, intensive in-home parenting skills program; used to safely prevent children from entering out-of-home care including but not limited to:
 - 2.11.1. Foster care.
 - 2.11.2. Kinship placement.
 - 2.11.3. Residential treatment.
 - 2.11.4. Group home settings.
- 2.12. The Contractor shall provide a comprehensive treatment approach including but not limited to:
 - 2.12.1. Advocating extensively to access community resources.
 - 2.12.2. Linking to long-term, ongoing support.
- 2.13. The Contractor shall provide Family Intervention Specialists who shall work with both the child and the caregivers to address issues impacting home stability.
- 2.14. The Contractor shall meet with the family at the home or community on average three (3) times weekly and provide twenty four (24) -hour on-call crisis support.
- 2.15. The Contractor shall serve an average daily census of 125 families, totaling 250 families by the end of Fiscal Year 2022, and an estimated 375 families by the end of Fiscal Year 2023.
- 2.16. The Contractor shall provide services on an average of five (5) months, dependent upon referral type.
- 2.17. The Contractor shall collaborate with other providers, including but not limited to:
 - 2.17.1. Schools.
 - 2.17.2. Case workers.
 - 2.17.3. Court Appointed Special Advocate (CASA) and/or Guardian Ad Litem (GAL).
 - 2.17.4. Courts.
 - 2.17.5. Other community supports to formulate individualized treatment plans.
- 2.18. The Contractor shall provide Intercept® interventions to address the referral behaviors of each family/client.

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**New Hampshire Department of Health and Human Services
Youth Villages Intercept Program**

EXHIBIT B

- 2.19. The Contractor shall enable timely face-to-face interaction, allowing families to choose the times that work best for them.
- 2.20. The Contractor shall utilize telehealth service delivery options when necessary in order to effectively address crisis management and to allow for effective response to critical incidences, and in other exigent circumstances such as weather and/or state emergencies.
- 2.21. The Contractor shall establish contact and exhaust all efforts to conduct a face-to-face with the family within three (3) days of the referral to Intercept®.
- 2.22. The Contractor shall build treatment plans based on identified referral family challenges, needs, and circumstances that have led to Department involvement which includes but is not limited to:
 - 2.22.1. Identified transportation barriers.
 - 2.22.2. A need to increase skills in order to self-sustain transportation.
- 2.23. The Contractor shall ensure services be developed and delivered in a culturally competent manner.
- 2.24. The Contractor shall assure that their policies, practices, staff, and service delivery are sensitive and responsive to all youth and families regardless of their race, ancestry, color, age, gender, religion, marital status, disability, national origin, behavioral health disorder, sexual orientation, gender-confirming, and ability to pay.
- 2.25. The Contractor shall provide services to youth and families who are not fluent in English or a language not spoken by the therapist.
- 2.26. The Contractor shall ensure providers use organization staff or interpreters if in the adolescent's and/or family's best interest.
- 2.27. The Contractor shall ensure youth do not translate for parents or family members.
- 2.28. The Contractor shall continue to work with families to prepare for the youth's return in any case in which the youth has been temporarily placed in an out-of-home care.
- 2.29. The Contractor shall assess and address the impact of acute and chronic trauma by completing a risk trauma assessment which includes, but is not limited to:
 - 2.29.1. An assessment that considers both youth and family trauma exposure history.
 - 2.29.2. Completing the assessments at admission, then updated monthly and after serious incidents throughout treatment.

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- 2.29.3. Including a trauma sensitive component focusing on current and past trauma episodes, while also considering both protective and restorative factors.
- 2.29.4. Multiple trauma-informed intervention strategies that are utilized throughout treatment to address traumatic stress and related mental health issues.
- 2.30. The Contractor shall measure progress with children and families through ongoing assessment and review as determined by, and in consultation with, the Department.
- 2.31. The Contractor shall ensure that families who have disengaged from the program remain connected with the service through persistent follow-up including but not limited to:
 - 2.31.1. Flexible scheduling and rescheduling.
 - 2.31.2. Telephone correspondence.
 - 2.31.3. Digital and personal interactions.
- 2.32. The Contractor shall ensure treatment plans are reviewed on a bi-weekly basis by Licensed Program Experts, assuring fidelity with the program model.
- 2.33. The Contractor shall assess each referral for appropriateness within the bounds of the Intercept® model and will exclude youth who are currently experiencing behavior including but not limited to:
 - 2.33.1. Problematic sexual behavior for youth thirteen years and older, where a higher-level of clinical intervention is necessary.
 - 2.33.2. Homicidal and/or suicidal ideations/behaviors with intent and plan and caregiver is unable to restrict access to lethal means.
 - 2.33.3. Youth or caregivers with a low Intelligence Quotient, due to the service requiring the ability to conceptualize the intervention approaches and apply them.
 - 2.33.4. A combination of risk factors, without the protective factors necessary for safety based on an assessment is done on a case-by-case basis and will be provided to the Department upon denial outside of the exclusionary factors above.
- 2.34. **Discharge from Intercept®:**
 - 2.34.1. The Contractor shall develop a discharge plan, beginning at the time of admission and continuing throughout service.
 - 2.34.2. The Contractor shall conduct discharge planning with the following parties including but not limited to:
 - 2.34.2.1. Youth.

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- 2.34.2.2. Parents/caregivers.
- 2.34.2.3. DCYF.
- 2.34.2.4. Other identified resources or supports.
- 2.34.3. The Contractor shall determine if the family should be discharged from Intercept® by utilizing the following discharge criteria, including but not limited to:
 - 2.34.3.1. A majority of the identified treatment goals for the case have been met and sustained.
 - 2.34.3.2. The youth has few significant behavioral problems that the family cannot manage.
 - 2.34.3.3. The family can effectively manage any recurring problems and functions reasonably well for at least three (3) to four (4) weeks.
 - 2.34.3.4. The family has made substantial progress as it relates to family therapy goals, increasing family attachment, and/or achievement of identified parenting skills.
 - 2.34.3.5. The Family Intervention Specialist and Supervisor feel the caregivers have demonstrated the knowledge, skills, resources, and support needed to handle subsequent family-level or individual-level problems.
- 2.34.4. The Contractor shall develop a plan of care and participate in case-specific team meetings and develop and implement a coordinated plan of care, including but not limited to:
 - 2.34.4.1. Establishing a step-down or aftercare community-based program or service that is understood and supported by the family.
 - 2.34.4.2. Ensuring linkage with traditional and non-traditional supports and services are in place before discharge when clinically indicated by the discharge plan.
- 2.34.5. The Contractor shall, with the approval of the Department, be able to discharge a family from Intercept® when the client has met the identified goals of their treatment plan, but for whom, despite consistent and repeated efforts by the Family Intervention Specialist and Clinical Supervisor to overcome the barriers to further success, the service has reached a point of diminishing returns for the additional time invested.
- 2.34.6. The Contractor shall make every effort to meet with the youth, the parent/caregiver, and other identified supports to discuss the

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circumstances leading to an early discharge. Discussions shall include, but are not limited to:

- 2.34.6.1. Reasons for the discharge.
- 2.34.6.2. Steps to avoid the early discharge.
- 2.34.6.3. Impact of the decision.
- 2.34.6.4. Any compromises or changes needed to continue with the service.
- 2.34.6.5. Identification and linkages to alternative service or treatment options.
- 2.34.6.6. Finalizing an early discharge.

2.35. Extending Intercept®

2.35.1. The Contractor shall be permitted to extend Intercept® Services to the youth and family, beyond five (5) months, contingent upon a variety of factors including but not limited to:

- 2.35.1.1. The identified needs of the specific youth and family.
- 2.35.1.2. How the youth and family needs weigh against the needs of youth and family yet to be served.
- 2.35.1.3. The extent to which the program engaged the family, and utilized other specific strategies to try to improve engagement, but experienced challenges and lack of reciprocation by the family.
- 2.35.1.4. The need for the Family Intervention Specialist to provide additional investment of engagement and alignment to move the case forward.
- 2.35.1.5. The projected outcomes of extended service time.

2.35.2. The Contractor shall receive Department approval for any client prior to receiving an extension in the program and be reevaluated every 30 days to assess continued progress.

2.35.3. The Contractor shall submit requests that will be processed only by designated Department staff.

2.36. The Contractor shall conduct administrative duties including but not limited to offering the "Family Satisfaction Survey" at the conclusion of every case discharge, and again at 12 post-discharge in order to use the findings to improve the Intercept® program and its outcomes.

3. Compliance Standards

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- 3.1. The Contractor shall provide services to all families referred by the Department unless that family is identified as ineligible for Intercept® under model specifications and requirements.
- 3.2. The Contractor shall ensure referrals originate from multiple sources as determined by the Department including but not limited to:
 - 3.2.1. DCYF Community Based Voluntary Services (CBVS).
 - 3.2.2. DCYF Juvenile Justice Services.
 - 3.2.3. DCYF Child Protective Services (CPS).
- 3.3. The Contractor shall not discharge any family referred by the Department without following a protocol specified by the Department.
- 3.4. The Contractor shall adhere to all specifications and requirements, if and when they become "well-supported", in compliance with NH DCYF's 5-year prevention plan and the Family First Prevention Service Act (FFPSA), including but not limited to:
 - 3.4.1. All data reporting.
 - 3.4.2. Record keeping and retention.
 - 3.4.3. Fiscal compliance.
- 3.5. The Department will distribute associated guidance after DCYF's 5-year plan is reviewed and approved.
- 3.6. 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.
- 3.7. The Department retains the right to provide comments and mandate changes to all program policies, procedures, and documents to ensure those documents align with NH DCYF policy, NH state law, and Department needs.
- 3.8. The Department shall retain the right to establish protocols around DCYF staff and Intercept® supervisor/clinician interactions to satisfy the needs of DCYF and NH courts.
- 3.9. The Contractor shall make a report immediately available to DCYF Central Intake if they suspect child abuse or neglect, consistent with their responsibility as mandated reporters under State law.
- 3.10. The Contractor shall identify a data team or other appropriate individual(s) within 30 days of the contract effective date.

4. Staffing

- 4.1. The Contractor shall ensure Family Intervention Specialists have a Master's Degree or Bachelor's Degree with relevant experience.

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- 4.1.1. The Contractor shall ensure Intercept® Family Intervention Specialists receive extensive training in the program model before delivering the service and on a recurring basis. Training shall comply with all Intercept® model specifications and requirements, including but not limited to:
- 4.1.1.1. Initial new hire organizational orientation.
 - 4.1.1.2. Guided by Program Experts who are licensed (or within six (6) months of licensure and receiving licensure supervision) mental health clinicians.
 - 4.1.1.3. Ongoing quarterly clinically-focused booster training sessions.
 - 4.1.1.4. Individual development meetings with supervisor.
 - 4.1.1.5. Field visits by leadership staff.
 - 4.1.1.6. Access to online clinical trainings/resources.
- 4.1.2. The Contractor shall ensure additional available training is beneficial to the staff in delivering Intercept®. Training and conferences topics shall include but are not limited to:
- 4.1.2.1. Substance use.
 - 4.1.2.2. Childhood Maltreatment (Abuse/Neglect).
 - 4.1.2.3. Parenting techniques.
 - 4.1.2.4. Cultural competence/humility.
 - 4.1.2.5. Childhood & generational trauma (Trauma-Informed).
 - 4.1.2.6. Engagement strategies.
- 4.1.3. The Contractor shall ensure each Family Intervention Specialist maintain a caseload of no more than four (4) or six (6) families at one time.
- 4.1.4. The Contractor shall provide an initial Clinical Foundations training, taught by licensed Program Experts, to all staff, including but not limited to:
- 4.1.4.1. Family Intervention Specialists.
 - 4.1.4.2. Supervisors.
- 4.1.5. The Contractor shall provide weekly consultations provided by Intercept® Licensed Program Experts with all Family Intervention Specialists and Supervisors to ensure quality work and fidelity to the model.

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- 4.1.6. The Contractor shall conduct a program model fidelity review annually by the Clinical Services department to ensure clinical service delivery is consistent with the Intercept® model.

5. Exhibits Incorporated

- 5.1. 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.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Reporting Requirements

- 6.1. The Contractor shall adhere to all Department State Office reporting requirements, which include, but are not limited to:
- 6.1.1. Data to support performance improvement.
- 6.1.2. Reports to support contract oversight and Department compliance activities (including but not limited to summaries of treatment plans, monthly reports, or equivalent snapshots of fidelity, additional financial reporting, as well as other summary reports at the discretion and as identified by the department).
- 6.2. The Contractor shall adhere to all Department Field Service reporting requirements, which include but are not limited to:
- 6.2.1. Weekly summary reports and Monthly progress reports for Child Protective Service Workers (CPSW) or equivalent staff.
- 6.2.2. Participating in team meetings, to include the CPSW and family, at least every six (6) weeks.
- 6.2.3. Reporting all critical incidents verbally or with a concurrent written report as soon as possible or within 24 hours, which include, but are not limited to:
- 6.2.3.1. Intoxication by a primary caregiver that creates an unsafe environment/situation.
- 6.2.3.2. Illegal drugs or drug paraphernalia found in the home.
- 6.2.3.3. Imminent instability in placement.

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- 6.2.3.4. Hospitalization or Emergency Medical Treatment of a family member.
 - 6.2.3.5. Vehicular accident involving a family member, which resulted in serious injury.
 - 6.2.3.6. Violence, especially when resulting in injury or risks to safety.
 - 6.2.3.7. Death by suicide, suicide attempt, or threat of suicide by the youth or a family member.
 - 6.2.3.8. Death by homicide, homicidal attempts, or homicidal threats.
 - 6.2.3.9. Death or serious injury to the child or an immediate family member.
 - 6.2.3.10. Police involvement.
 - 6.2.3.11. Sexual assault, abuse, harassment, or rape, where the youth/child is the victim.
 - 6.2.3.12. Runaway, Abduction, or Whereabouts unknown for more than a few hours.
 - 6.2.3.13. Alleged incidents or suspicion of human trafficking.
 - 6.2.3.14. New access to weapons that pose high safety risk.
 - 6.2.3.15. Mental Health Crisis.
 - 6.2.3.16. Loss of Housing.
 - 6.2.3.17. Pregnancy/Birth of a Child.
 - 6.2.3.18. Expulsion or Withdrawal from educational setting.
 - 6.2.3.19. Child Protection report made for suspicion of abuse/neglect.
- 6.3. The Department reserves the right to establish data reporting and deliverable requirements throughout the contract.
- 6.4. The Contractor shall collect and analyze data from youth served at least sixty (60) days in the program (a minimum "dose") at the time of discharge and again at twelve (12) months post-discharge, which shall include but is not limited to:
- 6.4.1. Location.
 - 6.4.2. Custody status.
 - 6.4.3. Subsequent assessments.
- 6.5. The Contractor shall share data with the Department, upon request.

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6.6. The Contractor shall submit a data tracking report to the Department on a monthly basis within 30 days following the completion of the reporting period.

7. Performance Measures

7.1. The Department will monitor Contractor performance by monitoring program outcomes including but not limited to the following performance metrics:

Key performance metrics:	
Before the first face-to-face meeting	
<ul style="list-style-type: none"> Share of referred families who do/do not enroll in Intercept® (and reason for rejection) Share of referred families who are contacted within three (3) days of referral. Share of referred families who receive a face-to-face within three (3) days of the referral. 	
While enrolled in Intercept	
<ul style="list-style-type: none"> Share of enrolled families who receive new substantiated assessment while enrolled in Intercept®. Share of children who are placed into foster care, kinship care, or congregate care while enrolled in Intercept® 	
At discharge from Intercept	
<ul style="list-style-type: none"> Share of families who do/do not complete the program (incl. reason for non-completion) Share of children and families who have shown a reduction in referral behaviors and/or challenges following their discharge from Intercept®, with respect to the minimum 60 days of service. 	
Short-term outcomes	
<ul style="list-style-type: none"> Share of families who remain involved with CPS 3 months after discharge Share of families with a new case opened to CPS within six months after discharge Share of youth who enter placement within six months after discharge 	
Longer-term outcomes:	
<ul style="list-style-type: none"> Share of families with a case opened to CPS within 12 months of discharge Share of youth who enter any form of placement within 12 months of discharge 	

7.2. The Department shall monitor program outputs and processes using the following output and process metrics including but not limited to:

- 7.2.1. Number of families currently enrolled in Intercept®.
- 7.2.2. Percentage of Intercept® slots currently used.
- 7.2.3. Number of referrals, including the number in the target population.

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- 7.2.4. Percentage of referrals in the Intercept® defined target population.
- 7.2.5. Number of enrolled families, including the number in the defined target population.
- 7.2.6. Percentage of enrolled families in the Intercept® defined target population.
- 7.2.7. Number of days from DCYF assessment and/or case start date to referral date.
- 7.2.8. Number of days from referral date to the first date of contact with the family.
- 7.2.9. Number of days from referral date to the first face-to-face with the family.
- 7.2.10. Percentage of families seen three (3) times per week while enrolled in the service.
- 7.2.11. Percentage of families who reach the minimum dose of service, being at least sixty (60 days) of enrollment.
- 7.2.12. Seventy (70) percent of youth will live at home or independently twelve (12) months after discharge.
- 7.2.13. Less than twenty-five (25) percent will be in state custody twelve (12) months after discharge.
- 7.3. 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.
- 7.4. The Contractor in collaboration with the Department shall hold provider meetings monthly, or as needed, focused on performance topics, including but not limited to:
 - 7.4.1. Persistent follow-up on referrals.
 - 7.4.2. Service completion.
 - 7.4.3. Short and long-term program outcomes.
 - 7.4.4. Equitable service delivery.
- 7.5. The Contractor may be required to provide other key data and metrics to the Department, including but not limited to:
 - 7.5.1. Client-level demographic.
 - 7.5.2. Performance.
 - 7.5.3. Service data.

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- 7.6. The Contractor shall collect and share data with the Department in a format specified by the Department where applicable.
- 7.7. The Department reserves the right to establish additional performance metrics based on program performance, Department and Contractor learning, and collaboration with the Contractor.

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

- 8.1.1. 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.

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

- 8.2.1. 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.

8.3. Credits and Copyright Ownership

- 8.3.1. 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."
- 8.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 8.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 8.3.3.1. Brochures.
 - 8.3.3.2. Resource directories.

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- 8.3.3.3. Protocols or guidelines.
- 8.3.3.4. Posters.
- 8.3.3.5. Reports.
- 8.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 8.4. **Eligibility Determinations**
 - 8.4.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
 - 8.4.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
 - 8.4.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
 - 8.4.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

9. Records

- 9.1. The Contractor shall keep records that include, but are not limited to:
 - 9.1.1. 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.
 - 9.1.2. 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,



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labor time cards, payrolls, and other records requested or required by the Department.

9.1.3. 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.

9.1.4. Medical records on each patient/recipient of services.

9.2. 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.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 32.50%, Federal funds Assistance Listing Number #93.778 Medical Assistance Program, Centers for Medicare and Medicaid Services.
 - 1.2. 67.50% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a per diem reimbursement rate of \$110 for actual expenditures incurred in the fulfillment of this Agreement.
4. The Contractor shall bill the appropriate funding sources in accordance with standard billing procedures in both NH Medicaid and DCYF. The Contractor shall submit NH Medicaid expenses via the Website below:
<https://www.nhmmis.nh.gov/>
5. The Contractor shall submit non-clinical expenses via the Website below:
<https://business.nh.gov/beb/Pages/Index.aspx>
6. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
7. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. 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.
10. Audits

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EXHIBIT C

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- 10.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
- 10.1.1. 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.
 - 10.1.2. 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.
 - 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.



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Exhibit D

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

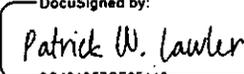
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

11/4/2021

Date

DocuSigned by:

 3C4010570E5440
 Name: Patrick W. Lawler
 Title: CEO

Vendor Initials 
 Date 11/4/2021



New Hampshire Department of Health and Human Services
Exhibit E

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:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO

DS
PWL

New Hampshire Department of Health and Human Services
Exhibit F



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

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

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

PRIMARY COVERED TRANSACTIONS

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

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO

DS
PWL

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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

6/27/14
Rev. 10/21/14

Page 1 of 2

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PWL
Contractor Initials
Date 11/4/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO

Exhibit G

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

DS
PWL
Contractor Initials

Date 11/4/2021



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:

11/4/2021

Date

DocuSigned by:
Patrick W. Lawler
Name: Patrick W. Lawler
Title: CEO

Contractor Initials *PWL*
Date 11/4/2021



New Hampshire Department of Health and Human Services

Exhibit I

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



New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below;
 - 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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3). Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

Date 11/4/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

PWL

Date 11/4/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

PWL

Date 11/4/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 State
 Signed by:
Joseph E. Ribsam, Jr.
 Signature of Authorized Representative
 Joseph E. Ribsam, Jr.
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 11/4/2021
 Date

Youth Villages
 Name of the Contractor
Patrick W. Lawler
 Signature of Authorized Representative
 Patrick W. Lawler
 Name of Authorized Representative
 CEO
 Title of Authorized Representative
 11/4/2021
 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:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO

Contractor Initials
Date 11/4/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 173506452

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

 NO x 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?

 x 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: <u>Robert Paine</u>	Amount: <u>311,861</u>
Name: <u>Patrick Lawler</u>	Amount: <u>1,005,581</u>
Name: <u>Hugh A Gregory</u>	Amount: <u>491,758</u>
Name: <u>Fred Thomason</u>	Amount: <u>467,122</u>
Name: <u>Edward Reyle</u>	Amount: <u>318,892</u>

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 Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information includes but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data. DHHS has classified this type of information as Non-public Regulated Confidential with a data classification score of DC-3. This term also includes the term "SUD" as defined herein. Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor.
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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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.).

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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PWL

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:
DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:
DHHSInformationSecurityOffice@dhhs.nh.gov

NEW HAMPSHIRE DEPARTMENT OF STATE
SECRETARY OF STATE WILLIAM M. GARDNER

Search Business Names

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Youth Villages, Inc.	619973	Youth Villages, Inc.		Foreign Nonprofit Corporation	3320 Brother Boulevard Memphis TN 38133 USA	IRS Agents LLC	Good Standing

Page 1 of 1 records 1 to 1 of 1

181 Department of State, 107 North Main St, Room 204, Concord NH 03301 - Contact Us
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NEW HAMPSHIRE DEPARTMENT OF STATE
SECRETARY OF STATE WILLIAM M. GARDNER

Business information

Business Details

Business Name: YOUTH VILLAGES, INC.	Business ID: 619973
Business Type: Foreign Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 09/24/2009	Home in State of Incorporation: YOUTH VILLAGES, INC.
Date of Formation in Jurisdiction: 03/24/2009	Mailing Address: NONE
Principal Office Address: 3320 Brother Boulevard Memphis TN 38133, USA	Last Nonprofit Report Year: 2020
Citizenship / State of Incorporation: Foreign/Tennessee	Next Report Year: 2025
Duration: Perpetual	Phone #: NONE
Business Email: RHEIDERSOF@IRS.COMPLIANCE.COM	Fiscal Year End Date: NONE
Notification Email: RHEIDERSOF@IRS.COMPLIANCE.COM	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / To provide intensive in-home services to youth and their families and transitional living services to young adults. Youth are typically referred due to involvement with child welfare, juvenile justice, or mental health entities.	

Page 1 of 1 records 1 to 1 of 1

Principals Information

CERTIFICATE OF AUTHORITY

I, Hugh A. Gregory, Chief Financial Officer, 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 Youth Villages, 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 28, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

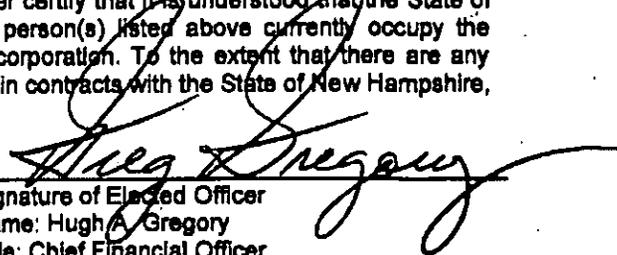
VOTED: That Patrick W. Lawler, CEO (may list more than one person)
(Name and Title of Contract Signatory)

Is duly authorized on behalf of Youth Villages, Inc. 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: 11/4/2021


Signature of Elected Officer
Name: Hugh A. Gregory
Title: Chief Financial Officer

AGENCY CUSTOMER ID: YOUTVIL-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Kemmons Wilson Insurance Group LLC		NAMED INSURED Youth Villages, Inc. 3320 Brother Blvd Memphis TN 38133	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess Liability

Axis Surplus Insurance Corporation
 Policy #P00100067903301
 Limit: \$2,000,000 excess of \$2,000,000 General Liability
 Effective: 09/01/2021 - 09/01/2022

Capitol Specialty Insurance Corporation
 Policy #HS2021257501
 Limit: \$3,000,000 excess of \$4,000,000 General Liability
 Effective: 09/01/2021 - 09/01/2022

General Star Indemnity Company
 Policy #IXG670273A
 Limit: \$4,000,000 excess of \$2,000,000 Automobile Liability
 Effective: 09/01/2021 - 09/01/2022

Certificate holder is listed as additional insured as respects the general liability per written contract with the insured executed prior to loss subject to policy terms and conditions.



MISSION & VALUES

All Youth Villages' employees are committed to the mission and values that guide our organization. Adherence to these simple, specific principles ensures that we offer the very best, most effective help to every child in our care and provides the foundation for our organization's dynamic growth.

Our Mission

Youth Villages helps children and families live successfully.

Our Values

- **Kids' needs come first...Always**

We make every decision in the best interest of each child. We adapt our programs to accommodate the special needs of children and families. Often we make personal sacrifices in order to help children and families achieve their potential.

- **Children are raised best by their families.**

When at all possible, children belong with their families. We help families provide the support and structure that all children need.

- **We provide a safe place.**

We provide care and treatment for children in an open, safe environment. We ensure that young people are physically and emotionally safe.

- **We strive to achieve positive, lasting results.**

We help children and families develop skills to live successfully by focusing on areas that have a long-term impact on the family.

- **We are committed to our staff.**

We recognize the many challenges our staff face each day. We value teamwork and help staff achieve their potential through an atmosphere of open communication, learning and fun.

- **We are each responsible for providing the highest level of service to our customers.**

We deliver our best by listening and responding to our customers...every time, every day.

- **We constantly improve our performance to achieve excellence.**

We measure our efforts by assessing our strengths and needs to identify areas for improvement. We believe that anything can be made better.

- **We create new programs to meet the needs of children, families and the community.**

We develop innovative programs that serve children and families facing the most challenging circumstances. Our entrepreneurial spirit leads us to test the limits of existing services and create new opportunities.

- **We do what we say we do.**

Our mission and values are more than just something to talk about. They guide all of our decisions. We believe that our integrity can only be measured by how we live by these values each day.

DIVERSITY, EQUITY, AND INCLUSION STATEMENT:

Youth Villages is committed to not only advancing diversity, equity and inclusion in the workplace but also in our work with children and young adults. We know that children, families and young people can face inequity in child welfare and justice systems, and we train our employees to build the skills they need to work with the communities that we serve, as well as other employees from different cultures and backgrounds. Youth Villages is opposed to prejudice and racism in any of its forms and is committed to inclusion, equity and diversity. We believe that respect for each other is crucial in the work that we do each day.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019



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**YOUTH VILLAGES, INC. AND AFFILIATES
ROSTER OF MANAGEMENT OFFICIALS**

For the Year Ended June 30, 2020

Patrick Lawler, Chief Executive Officer
Greg Gregory, Chief Financial Officer
Jessica Foster, Chief Strategy Officer
Fred Thomason, Chief Medical Officer
Richard Shaw, Chief Development Officer
Cliff Reyle, Chief Human Resources Officer
Scott Palmer, Chief Information Officer
Timothy Goldsmith, Chief Clinical Officer
Jennifer Jones, Chief Marketing Officer
Caroline Hannah, Chief Operating Officer
Jody Paine, Chief Operations Officer

**YOUTH VILLAGES, INC. AND AFFILIATES
ROSTER OF BOARD MEMBERS**

For the Year Ended June 30, 2020

Mark Allen, FedEx
Mike Bruns, Bruns Holdings
Fredrick Burns, RuniT and Phramebooth
Jennifer Bush, Cummins Mid-South LLC and Southern Plains, LLC
Candace Flippin, First Horizon Corporation
Jack Eiferman, Attorney at Goulston & Storrs
Bill Giles, AutoZone
Matthew Tarkenton, the Tarkenton Companies
Vanessa Diffenbaugh, the Camellia Network
Elizabeth Rose, Caiola Rose Attorneys at Law
James Lackie, River Street Management Company
Gerald Laurain, FTB Wealth Management
Johnny Pitts, Lipscomb & Pitts Insurance Co.
Daryl 'Chip' Wade, Red Lobster
Gary Shorb, Executive Director Urban Child Institute
David Tyler, Grant Thornton LLP
Nicholas Ehlen, Melvin Mark Brokerage Company
Marietta Davis, Greater Southeast District
H. Patterson "Pat" Ritz, Footwear Specialties International



Watkins Uiberall, PLLC
1661 Aaron Brenner Drive - Suite 300
Memphis, Tennessee 38120
901.761.2720 - Fax: 901.683.1120

417 West Main Street - Suite 100
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Youth Villages, Inc. and Affiliates
Memphis, Tennessee

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Youth Villages, Inc. and Affiliates (a non-profit organization), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses, 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 consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Youth Villages, Inc. and Affiliates as of June 30, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements of Youth Villages, Inc. and Affiliates as a whole. The supplemental information as described in the accompanying table of contents is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued, in a separate bound document, our report dated December 1, 2020, on the schedule of expenditures of federal award, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and our consideration of Youth Villages, Inc. and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Youth Villages, Inc. and Affiliates' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Youth Villages, Inc. and Affiliates' internal control over financial reporting and compliance.

Watkins Universal, PLLC

Memphis, Tennessee
December 1, 2020

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2020 and 2019

	<u>Assets</u>	
	2020	2019
Current Assets		
Cash and cash equivalents	\$ 61,061,523	\$ 55,004,305
Receivables		
Promises to give, current portion	10,004,121	9,963,152
Grantor agencies	1,622,839	731,285
Contract receivables	27,002,331	21,740,217
Other	1,260,592	209,050
Investments	192,117,444	194,371,155
Prepaid expenses	1,708,643	1,467,378
Total current assets	294,777,493	283,486,542
Property and equipment, net	93,488,350	82,180,426
Other Assets		
Promises to give, net of current portion	9,389,420	11,257,651
Other	7,297,401	6,883,278
Total other assets	16,686,821	18,140,929
Total assets	\$ 404,952,664	\$ 383,807,897
	<u>Liabilities and Net Assets</u>	
Current Liabilities		
Accounts payable	\$ 5,173,783	\$ 5,197,029
Accrued salaries and compensated absences	9,617,174	7,058,448
Accrued retirement plan contributions	2,246,328	2,076,944
Accrued and withheld taxes	253,055	171,313
Accrued other expenses	3,196,103	3,084,889
Deferred revenue	31,570	105,551
Total current liabilities	20,518,013	17,694,174
Net Assets		
Without donor restrictions	325,430,453	311,791,274
With donor restrictions	59,004,198	54,322,449
Total net assets	384,434,651	366,113,723
Total liabilities and net assets	\$ 404,952,664	\$ 383,807,897

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES

For the Years Ended June 30, 2020 and 2019

	2020	2019
Net Assets Without Donor Restrictions		
Revenues and Support		
State of Tennessee contract revenue	\$ 81,615,849	\$ 79,730,059
Contract revenue	58,613,579	50,952,411
TennCare revenue	17,272,550	15,812,981
Medicaid revenue	46,470,883	40,329,561
Net private insurance	5,283,964	4,281,116
Grants	1,615,984	1,600,847
USDA	921,700	909,017
Other - local education authority, county, city, provider agency	1,397,516	1,078,495
Donations and promises to give	5,662,447	4,308,314
Special events revenue	3,023,769	4,288,265
Less: costs of direct benefits to donors	(1,709,819)	(2,307,988)
Net revenues (loss) from special events	1,313,950	1,980,277
Dividends and interest on investments	2,495,913	1,739,658
Net gain (loss) on investments	(3,714,399)	3,758,375
Gain on sale of fixed assets	55,220	1,686,937
Miscellaneous income	1,465,857	937,094
	220,471,013	209,105,142
Net assets released from donor restrictions	19,590,259	35,203,074
Total revenues and support	240,061,272	244,308,216
Expenses		
Program services	189,043,057	180,683,665
Management and general	34,039,909	30,255,892
Fundraising	3,339,127	3,347,406
Total expenses	226,422,093	214,286,963
Change in net assets without donor restrictions	13,639,179	30,021,253

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES (CONTINUED)

For the Years Ended June 30, 2020 and 2019

	2020	2019
Net Assets With Donor Restrictions		
Donations and pledges	24,272,008	20,689,571
Net assets released from donor restrictions	(19,590,259)	(35,203,074)
Change in net assets with donor restrictions	4,681,749	(14,513,503)
Change in net assets	18,320,928	15,507,750
Net assets - beginning of year	366,113,723	350,605,973
Net assets - end of year	\$ 384,434,651	\$ 366,113,723

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2020

	Dogwood Residential	Bartlett Campus Residential	Bill's Place Residential	Rose Center for Girls Residential	Inner Harbour	Other Residential	Day Treatment (MS)
Salaries and wages	\$ 6,050,696	\$ 7,374,339	\$ 8,417,489	\$ 6,594,981	\$ 12,581,807	\$ 128,323	\$ 134,906
Employee benefits	1,396,428	1,960,430	2,076,728	1,560,722	4,001,630	58,625	27,767
Clothing allowance	32,802	29,961	-	-	-	-	-
Communications	58,373	90,086	27,646	26,535	47,953	2,786	1,830
Contribution expense	-	-	-	-	-	-	-
General insurance	75,969	164,704	75,860	66,585	182,177	51,767	622
Miscellaneous	74,415	151,693	137,679	77,434	112,558	36,384	659
Professional services	167,258	178,962	215,031	218,945	721,594	45,372	-
Rent	108,000	-	-	-	-	3,488	-
Repairs and maintenance	318,937	472,211	299,348	193,260	448,619	145,340	-
Supplies	642,065	781,993	753,947	710,385	1,485,079	5,616	586
Training and seminars	28,321	23,624	50,628	30,392	34,151	621	449
Travel	79,604	153,932	69,977	49,843	126,114	15,715	8,088
Bad debt expense	34,736	75,086	59,096	63,286	73,443	-	-
Special events direct costs	-	-	-	-	-	-	-
Utilities	124,273	175,759	253,439	179,204	231,690	95,069	-
	<u>9,191,877</u>	<u>11,632,780</u>	<u>12,436,868</u>	<u>9,771,572</u>	<u>20,046,815</u>	<u>589,106</u>	<u>174,907</u>
Less: costs of direct benefits to donors	-	-	-	-	-	-	-
Total functional expenses before depreciation	9,191,877	11,632,780	12,436,868	9,771,572	20,046,815	589,106	174,907
Depreciation	403,071	566,846	1,036,785	547,300	922,746	591,483	-
Total	<u>\$ 9,594,948</u>	<u>\$ 12,199,626</u>	<u>\$ 13,473,653</u>	<u>\$ 10,318,872</u>	<u>\$ 20,969,561</u>	<u>\$ 1,180,589</u>	<u>\$ 174,907</u>

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES (CONTINUED)

For the Year Ended June 30, 2020

	Therapeutic Foster Care	In-Home Services	Wrap-Around Services	Group Homes	Adoptions	LifeSet	Mentoring
Salaries and wages	\$ 5,711,264	\$ 38,746,313	\$ 7,438,530	\$ 3,357,543	\$ 390,267	\$ 11,241,234	\$ 292,053
Employee benefits	1,491,907	10,182,633	1,961,946	788,846	91,042	2,857,013	69,448
Clothing allowance	-	-	-	-	-	-	-
Communications	141,840	968,524	225,062	64,311	6,330	298,329	3,631
Contribution expense	-	-	-	-	-	-	-
General insurance	35,924	215,329	48,384	36,406	3,314	53,746	-
Miscellaneous	340,107	721,541	106,826	57,436	7,479	612,266	13,183
Professional services	6,678,513	663,697	263,890	5,710	68	50,474	-
Rent	108,703	1,391,952	399,642	18,000	-	447,664	-
Repairs and maintenance	88,300	552,016	116,763	126,361	-	146,298	14,232
Supplies	144,534	429,210	65,016	272,975	1,222	99,559	736
Training and seminars	134,160	774,675	81,466	23,620	2,800	100,802	3,204
Travel	428,467	3,886,579	1,008,739	87,113	14,987	989,234	3,869
Bad debt expense	-	128,622	54,863	-	-	-	-
Special events direct costs	-	-	-	-	-	-	-
Utilities	17,293	121,458	18,860	55,257	-	34,694	-
	<u>15,321,012</u>	<u>58,782,549</u>	<u>11,789,987</u>	<u>4,893,578</u>	<u>517,509</u>	<u>16,931,313</u>	<u>400,356</u>
Less: costs of direct benefits to donors	-	-	-	-	-	-	-
Total functional expenses before depreciation	15,321,012	58,782,549	11,789,987	4,893,578	517,509	16,931,313	400,356
Depreciation	37,108	311,071	57,444	178,286	-	76,711	-
Total	<u>\$ 15,358,120</u>	<u>\$ 59,093,620</u>	<u>\$ 11,847,431</u>	<u>\$ 5,071,864</u>	<u>\$ 517,509</u>	<u>\$ 17,008,024</u>	<u>\$ 400,356</u>

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES (CONTINUED)

For the Year Ended June 30, 2020

	Crisis Services	Partners	GuideTree	Total Program Services	Management and General	Fundraising	Total Expenses
Salaries and wages	\$ 3,422,196	\$ 1,587,196	\$ 33,288	\$ 113,502,425	\$ 17,375,180	\$ 2,111,682	\$ 132,989,287
Employee benefits	813,775	343,829	2,511	29,685,280	3,638,770	500,968	33,825,018
Clothing allowance	-	-	-	62,763	-	-	62,763
Communications	79,554	26,316	304	2,069,410	524,417	177,156	2,770,983
Contribution expense	-	3,255,832	-	3,255,832	-	-	3,255,832
General insurance	22,993	21,737	-	1,055,517	253,929	-	1,309,446
Miscellaneous	33,101	124,383	79	2,607,223	879,959	-	3,487,182
Professional services	68,134	207,432	920,403	10,405,483	3,331,274	188,622	13,925,379
Rent	71,555	54,030	-	2,603,034	(140,580)	32,327	2,494,781
Repairs and maintenance	70,957	118,040	2,571	3,113,253	5,065,152	85,121	8,263,526
Supplies	11,998	1,594	-	5,406,515	739,688	138,019	6,284,222
Training and seminars	56,800	26,492	-	1,372,205	405,559	9,896	1,787,660
Travel	191,808	179,706	1,567	7,295,342	600,882	86,223	7,982,447
Bad debt expense	-	-	-	489,132	-	-	489,132
Special events direct costs	-	-	-	-	-	1,709,819	1,709,819
Utilities	17,472	-	-	1,324,468	238,353	684	1,563,505
	<u>4,860,343</u>	<u>5,946,587</u>	<u>960,723</u>	<u>184,247,882</u>	<u>32,912,583</u>	<u>5,040,517</u>	<u>222,200,982</u>
Less: costs of direct benefits to donors	-	-	-	-	-	1,709,819	1,709,819
Total functional expenses before depreciation	4,860,343	5,946,587	960,723	184,247,882	32,912,583	3,330,698	220,491,163
Depreciation	57,258	9,066	-	4,795,175	1,127,326	8,429	5,930,930
Total	<u>\$ 4,917,601</u>	<u>\$ 5,955,653</u>	<u>\$ 960,723</u>	<u>\$ 189,043,057</u>	<u>\$ 34,039,909</u>	<u>\$ 3,339,127</u>	<u>\$ 226,422,093</u>

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended Jun 30, 2019

	Dogwood Residential	Bartlett Campus Residential	Deer Valley Residential	Bill's Place Residential	Rose Center for Girls Residential	Day Treatment (MS)	Germaine Lawrence Residential
Salaries and wages	\$ 5,735,139	\$ 7,010,304	\$ 1,736,489	\$ 6,398,262	\$ 6,149,666	\$ 116,916	\$ 2,197,867
Employee benefits	1,458,894	1,906,362	471,665	1,832,626	1,774,413	26,241	440,570
Clothing allowance	32,564	22,841	-	-	-	-	2,703
Communications	50,910	79,764	23,745	22,968	26,127	1,933	30,913
Contribution expense	-	-	-	-	-	-	-
General insurance	72,134	136,083	17,808	60,652	59,184	312	50,479
Miscellaneous	78,080	164,298	128,000	114,177	71,260	63	14,457
Professional services	306,155	226,601	61,896	213,385	307,684	-	98,762
Rent	108,000	-	-	-	-	-	14,118
Repairs and maintenance	242,335	478,547	88,168	154,156	177,568	473	125,130
Supplies	581,551	634,313	86,724	576,412	604,564	773	86,703
Training and seminars	35,165	36,833	12,987	47,670	44,447	200	7,497
Travel	81,595	187,647	65,532	74,080	55,163	12,940	42,854
Bad debt expense	16,545	12,100	-	68,013	20,045	-	-
Special events direct costs	-	-	-	-	-	-	-
Utilities	128,921	168,639	72,855	151,919	170,026	-	148,056
	<u>8,927,988</u>	<u>11,064,332</u>	<u>2,765,869</u>	<u>9,714,320</u>	<u>9,460,147</u>	<u>159,851</u>	<u>3,260,109</u>
Less: costs of direct benefits to donors	-	-	-	-	-	-	-
Total functional expenses before depreciation	8,927,988	11,064,332	2,765,869	9,714,320	9,460,147	159,851	3,260,109
Depreciation	336,663	555,716	126,760	440,778	462,955	-	574,422
Total	<u>\$ 9,264,651</u>	<u>\$ 11,620,048</u>	<u>\$ 2,892,629</u>	<u>\$ 10,155,098</u>	<u>\$ 9,923,102</u>	<u>\$ 159,851</u>	<u>\$ 3,834,531</u>

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES (CONTINUED)

For the Year Ended Jun 30, 2019

	Inner Harbour	Therapeutic Foster Care	In-Home Services	Group Homes	Adoptions	LifeSet
Salaries and wages	\$ 11,778,691	\$ 5,645,645	\$ 42,321,749	\$ 4,035,366	\$ 358,490	\$ 10,374,875
Employee benefits	3,637,396	1,462,342	10,811,533	949,004	77,678	2,471,479
Clothing allowance	-	-	-	-	-	-
Communications	42,688	128,534	1,157,114	87,634	6,544	282,860
Contribution expense	-	-	-	-	-	-
General insurance	183,484	34,470	260,317	41,059	7,884	46,484
Miscellaneous	115,055	411,099	1,040,626	74,422	9,337	518,452
Professional services	771,948	6,370,992	1,092,854	3,336	255	124,150
Rent	-	126,301	1,743,827	18,000	-	359,614
Repairs and maintenance	420,489	104,433	952,082	150,121	122	133,051
Supplies	1,312,788	179,477	464,961	321,407	1,010	124,230
Training and seminars	61,108	147,897	722,831	32,395	999	96,870
Travel	155,452	514,929	5,280,640	143,667	17,908	1,174,152
Bad debt expense	89,285	(1,680)	91,473	(152,208)	-	2,500
Special events direct costs	-	-	-	-	-	-
Utilities	223,524	23,504	218,839	73,990	-	33,178
	<u>18,791,908</u>	<u>15,147,943</u>	<u>66,158,846</u>	<u>5,778,193</u>	<u>480,227</u>	<u>15,741,895</u>
Less: costs of direct benefits to donors	-	-	-	-	-	-
Total functional expenses before depreciation	18,791,908	15,147,943	66,158,846	5,778,193	480,227	15,741,895
Depreciation	928,141	45,597	506,278	170,604	-	66,991
Total	<u>\$ 19,720,049</u>	<u>\$ 15,193,540</u>	<u>\$ 66,665,124</u>	<u>\$ 5,948,797</u>	<u>\$ 480,227</u>	<u>\$ 15,808,886</u>

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES (CONTINUED)

For the Year Ended Jun 30, 2019

	Mentoring	Crisis Services	Partners	Total Program Services	Management and General	Fundraising	Total Expenses
Salaries and wages	\$ 236,333	\$ 3,574,716	\$ 1,128,930	\$ 108,799,438	\$ 14,780,619	\$ 2,222,122	\$ 125,802,179
Employee benefits	56,545	877,480	224,637	28,478,865	3,752,557	473,336	32,704,758
Clothing allowance	-	-	-	58,108	-	-	58,108
Communications	4,419	95,232	19,289	2,060,674	485,931	100,088	2,646,693
Contribution expense	-	-	1,308,913	1,308,913	-	-	1,308,913
General insurance	-	21,780	15,779	1,007,909	223,915	-	1,231,824
Miscellaneous	14,864	38,831	131,779	2,924,800	769,235	-	3,694,035
Professional services	-	73,753	198,753	9,850,524	2,828,824	93,627	12,772,975
Rent	-	105,371	69,528	2,544,759	-	31,173	2,575,932
Repairs and maintenance	13,444	45,069	149,294	3,234,482	4,215,971	83,261	7,533,714
Supplies	1,261	11,467	1,295	4,988,936	634,284	218,764	5,841,984
Training and seminars	2,703	43,123	18,930	1,311,655	486,681	14,948	1,813,284
Travel	3,981	241,665	178,270	8,230,475	689,755	95,532	9,015,762
Bad debt expense	-	-	-	146,073	-	-	146,073
Special events direct costs	-	-	-	-	-	2,307,988	2,307,988
Utilities	-	21,416	-	1,434,867	250,658	779	1,686,304
	<u>333,550</u>	<u>5,149,903</u>	<u>3,445,397</u>	<u>176,380,478</u>	<u>29,118,430</u>	<u>5,641,618</u>	<u>211,140,526</u>
Less: costs of direct benefits to donors	-	-	-	-	-	2,307,988	2,307,988
Total functional expenses before depreciation	333,550	5,149,903	3,445,397	176,380,478	29,118,430	3,333,630	208,832,538
Depreciation	-	79,216	9,066	4,303,187	1,137,462	13,776	5,454,425
Total	<u>\$ 333,550</u>	<u>\$ 5,229,119</u>	<u>\$ 3,454,463</u>	<u>\$ 180,683,665</u>	<u>\$ 30,255,892</u>	<u>\$ 3,347,406</u>	<u>\$ 214,286,963</u>

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended June 30, 2020 and 2019

	2020	2019
Cash Flows From Operating Activities:		
Change in net assets	\$ 18,320,928	\$ 15,507,750
Adjustments to Reconcile Change in Net Assets to Net Cash Provided By Operating Activities:		
Depreciation	5,930,930	5,454,425
Unrealized loss on investments	2,166,480	(5,480,083)
Realized gain on investments	(467,699)	799
Gain on disposal of property and equipment	(55,220)	(1,630,223)
Increase (Decrease) in Cash and Cash Equivalents:		
Receivables	(5,377,948)	8,708,736
Prepaid expenses	(241,265)	(165,614)
Accounts payable	(23,246)	141,309
Accrued salaries and compensated balances	2,558,726	26,660
Accrued retirement plan contributions	169,384	49,393
Accrued and withheld taxes	81,742	(8,781)
Accrued other expenses	111,214	143,366
Deferred revenue	(73,981)	63,959
Total adjustments	4,779,117	7,303,946
Net cash provided by operating activities	23,100,045	22,811,696
Cash Flows From Investing Activities:		
Purchase of property and equipment	(18,746,725)	(20,205,273)
Proceeds from the sale of property and equipment	1,563,091	3,253,040
Investment in securities	(202,732,490)	(7,832,491)
Proceeds from sales of securities	203,287,420	10,825,735
Increase in sundry assets	(414,123)	(526,925)
Net cash used for investing activities	(17,042,827)	(14,485,914)
Net increase in cash and cash equivalents	6,057,218	8,325,782
Cash and cash equivalents at beginning of the year	55,004,305	46,678,523
Cash and cash equivalents at end of the year	\$ 61,061,523	\$ 55,004,305

The accompanying notes are an integral part of the consolidated financial statements.

YOUTH VILLAGES, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2020 and 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations

Youth Villages, Inc. and Affiliates (the "Organization") is a not-for-profit corporation designed to offer a comprehensive continuum of care to children and youth who are in need due to life circumstances including but not limited to emotional disturbance, mental illness, serious problem behaviors, and histories of abuse and neglect. The Organization recognizes that just as life circumstances can produce a broad spectrum of needs, an equally diverse array of services is required to meet those needs utilizing evidence and research based practices whenever possible. The programs offered vary in location from residential services to LifeSet and intensity from intensive residential treatment to volunteer based mentoring.

The most restrictive level of care offered by the Organization is the Residential Treatment programs which provide treatment in a secured residential setting to the most seriously troubled youth. All residential treatment allows for educational, social and recreational opportunities. Children are accepted into the residential programs when they are unable to be successful in their homes or in other placements such as foster care. Residential campuses are located in Georgia, Massachusetts, and Tennessee. In addition to serving youth from these states, Youth Villages also accepted and provided residential services to out-of-state youth from Alabama, Arkansas, Arizona, California, Colorado, Connecticut, Florida, Idaho, Indiana, Kentucky, Mississippi, New Hampshire, North Carolina, Ohio, Oklahoma, Rhode Island, Virginia, West Virginia, Washington, Wisconsin and the District of Columbia. Payments for residential services are provided through contracts and/or through Medicaid and private insurance carriers as services are rendered.

The Group Home programs are less restrictive than residential programs, allowing children to attend public schools when possible and more community outings while still living in supervised small homes. Locations for group homes are in Memphis and Nashville, Tennessee.

The Foster Care program provides settings for children with the opportunity to live and function as part of an individual family fully integrated within the community. These services are provided in Tennessee.

The Organization's largest program is the In-Home Services program which provides intensive in-home services to youth and their families to prevent the child from being placed out of the home. In-Home Services also works with families to remove barriers so that children can return home from placements such as hospitals, residential treatment centers, and foster care. The multisystemic Therapy ("MST") program also provides intensive treatment in the home utilizing the nationally recognized MST model. This model serves youth presenting serious anti-social behaviors, often involving the juvenile justice systems, who are at high risk of placement out of the home. In-home services are provided in the states of Alabama, Arkansas, Florida, Georgia, Indiana, Massachusetts, Mississippi, New Hampshire, North Carolina, Ohio, Oklahoma, Oregon, and Tennessee.

The Adoptions program is located in Tennessee and allows for many children in foster care to be adopted by their foster parents. The In-Home Services program also provides intensive in-home services to help stabilize adoptive homes in some state foster care systems.

As children grow into young adults, the Organization recognized their changing needs by developing the LifeSet program to work one-on-one with young adults, many of whom are in state foster care, to help establish independence. Job skills, budgeting, continuing education and independent living skills help to lay a solid foundation for a successful move into adulthood. These services are currently provided in Georgia, Massachusetts, Mississippi, North Carolina, Oklahoma, Oregon and Tennessee. In addition, the Mentoring program pairs adult volunteers with young adults to provide additional support and guidance in Tennessee and Georgia.

The Organization's Specialized Crisis Services provide emergency psychiatric support and recommendations for the majority of children living in Tennessee. This unique program sends staff into the home or the child's placement to assist in providing immediate support and guidance to ensure appropriate placement decisions which includes avoiding unnecessary placements into psychiatric hospitals by providing immediate support in the home setting. Crisis support services are also provided in Oregon.

The Organization's Partners program started in January 2016 and allows for the LifeSet model to be implemented by public or private child welfare organizations for a fee.

The Organization's GuideTree program is new program in 2020. GuideTree is a new clinical evaluation platform tool that was created in-house from the Organization's years of experience with clinical evaluations. GuideTree has two critical elements that help power many of the Organization's programs: the Clinical Evaluation Portal that includes the Organization's clinical conceptualization model and the Organization's consultation process with Licensed Program Experts.

Youth Villages Foundation, Inc. is a not-for-profit corporation organized on July 1, 1996 to provide financial and support services for and operates in conjunction with Youth Villages, Inc.

Basis of Consolidation

The consolidated financial statements include the accounts of Youth Villages, Inc. and Youth Villages Foundation, Inc. The intercompany balances and transactions have been eliminated.

Method of Accounting and Basis of Presentation

The Organization uses the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

The presentation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures in the consolidated financial statements. Actual results could differ from those estimates.

Credit Risk

The Organization's credit risks primarily relate to cash and cash equivalents and investments. The Organization maintains cash balances at several banks. Those accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to an aggregate of \$250,000 at each institution and by the investment companies holding mutual funds and common stocks up to an aggregate of \$150,000,000. A portion of the Organization's bank deposits are held in a business investment account which is fully collateralized by U.S. government backed securities or agencies. The Organization's cash deposits exceeded FDIC limits at various times during the year. The Organization believes it is not exposed to any significant credit risk on its cash balances, due to its policy of banking with high quality financial institutions.

Revenue Recognition and Support

State contract revenue, TennCare, Medicaid, and private insurance revenue are reported at estimated net realizable amounts from third-party payers and others for services rendered and may include estimates for retroactive revenue adjustments due to future audits, reviews, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations. Revenues are recognized as performance obligations are satisfied.

The Organization does not have revenue recognized from performance obligations that were satisfied in prior periods and does not have any transaction price allocated to unsatisfied performance obligations. Certain judgments and estimates are used in the identification and timing of satisfaction of performance obligations and the related allocation of the transaction price. The Organization believes that these estimates represent an accurate depiction of the transfer of services to its clients.

Performance obligations are determined based on the nature of the services the Organization provides. Revenues are recognized for performance obligations satisfied over time. It is the Organization's belief that this method provides a faithful depiction of the transfer of services over the term of performance obligations based on the inputs needed to satisfy the obligations. Performance obligations are measured from the commencement of services to the point when there are no further services required for the client.

Promises to give and contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Promises to give and contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restrictions expire in the fiscal year in which they are recognized. All other donor-restricted promises to give and contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. Conditional promises to give are not recognized until the conditions on which they depend are substantially met.

Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, cash equivalents include time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less. Cash and cash equivalents and investments include amounts that are donor restricted totaling \$39,931,750 and \$33,023,645 as of June 30, 2020 and 2019, respectively, and are limited in use to specific program support, program expansion and growth, capital asset purchases, mergers and acquisitions, plus infrastructure support with selected administrative functions that are tied to growth.

Investments

Investments are carried at fair market value with realized and unrealized gains and losses reflected in the consolidated statements of activities. Donated investments are recorded at fair value at the date of donation. Net investment return is reported in the consolidated statements of activities and consists of interest and dividend income, realized and unrealized gains and losses, less related investment advisory fees.

Property and Equipment

The Organization capitalizes all property and equipment purchases of \$2,000 or greater at cost at the date of acquisition, or at estimated fair market value at the date of donation in the case of donated property. Depreciation is provided using the straight-line method over the expected useful lives of the related assets

which range from three to thirty years. Interest incurred on financing during a construction period is capitalized.

Contract Receivables, Promises to Give, and Allowance for Doubtful Accounts

The Organization reports contract receivables for services rendered at net realizable amounts from third-party payors and others. The Organization estimates the net realizable amounts based upon a review of outstanding receivables, historical collection and payment percentages, payor specific contractual agreements, and existing economic conditions. There are various factors that can impact the collection trends, such as changes in the economy, which in turn have an impact on unemployment rates and the number of uninsured and underinsured beneficiaries, the increased burden of copayments to be made by clients with insurance, and business practices related to collection efforts. These factors continuously change and can have an impact on collection trends and the estimation process. As a service to the client, the Organization bills third-party payors directly and bills the client when the client's liability is determined. Such receivables held a balance of \$27,002,331 at June 30, 2020.

The Organization evaluates the collectability of promises to give and makes adjustments to the assets accordingly. An allowance for uncollectible promises to give of \$342,630 and \$291,865 was established at June 30, 2020 and 2019, respectively, based on management's estimation that all promises to give are not fully collectible.

In-Kind Donations and Donated Services

In-kind donations of goods are recorded at their estimated fair market value at the date of donation. Volunteers periodically provide uncompensated non-specialized services as administrative and special events assistants. During 2020 and 2019, there were no specialized services which would require recognition in the consolidated financial statements.

Net Assets

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes in net assets are classified as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The income from these net assets may be used for specific purposes. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising expenses were \$335,669 and \$353,363 for the years ended June 30, 2020 and 2019, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and other activities of the Organization have been summarized on a functional basis in the consolidated statements of activities. Accordingly, certain costs have been allocated by management among the programs and supporting services benefited. The consolidated statements of functional expenses present the natural classification detail of expenses by function.

The Organization classifies as program services expense those items which are directly attributable to a specific program service. Those expenses which benefit more than one specific program service (shared program service expenses) are included in management and general or fundraising expenses.

Federal Tax Status

No provision for federal income taxes is required since the Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and has been determined to be an organization that is not a private foundation. The Organization files an exempt return in the U.S. federal jurisdiction.

Financial Instruments

The carrying amounts of the financial instruments of the Organization, consisting of cash, accounts receivable, and other assets, approximate their fair value.

Reclassifications

For comparability, certain prior year amounts have been reclassified where appropriate to conform to the presentation in the current year.

Recent Accounting Pronouncements

The Financial Accounting Standards Board amended its standard related to the accounting for leases. Under the new standard, lessees will now be required to recognize substantially all leases on the balance sheet as both a right-of-use asset and a liability. The standard has two types of leases for income statement recognition purposes: operating leases and finance leases. Operating leases will result in the recognition of a single lease expense on a straight-line basis over the lease term similar to the treatment for operating leases under existing standards. Finance leases will result in an accelerated expense similar to the accounting for capital leases under existing standards. The determination of lease classification as operating or finance will be done in a manner similar to existing standards. The new standard also contains amended guidance regarding the identification of embedded leases in service contracts and the identification of lease and non-lease components in an arrangement. The new standard is effective for annual periods beginning after December 15, 2021. The Organization is evaluating the impact the standard will have on the consolidated financial statements and expects the standard to have a material impact due to the recognition of additional assets and liabilities for operating leases.

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07 – Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets, which enhances presentation and disclosure requirements for not-for-profit entities that receive contributed nonfinancial assets. The main provisions require entities to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash and other financial assets, and to disclose additional details including a disaggregation of the various types of contributed nonfinancial assets and whether those assets were monetized or utilized, among others. The amendments will be effective for fiscal years beginning after June 15, 2021. Early adoption is permitted. The Organization is currently evaluating the effect that implementation of the new standard will have on its financial statements.

Change in Accounting Principle

The Organization has adopted Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*. This standard provides guidance on evaluating whether transactions should be accounted for as contributions or exchange transactions and determining whether a contribution is conditional. Analysis of the provisions of this standard resulted in no significant changes in the way the Organization recognizes contributions, and therefore no changes to the previously issued audited financial statements were required on a retrospective basis.

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, as amended, as management believes the standard improves the usefulness and understandability of the Organization's financial reporting. Analysis of the provisions of this standard resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited financial statements were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the standard.

The Organization has adopted Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows: Restricted Cash (Topic 230)*. This standard provides guidance on the cash flow classification and presentation of changes in restricted cash and restricted cash equivalents. Analysis of the provisions of this standard resulted in no changes in the way the Organization presents cash flows, and therefore no changes to the previously issued audited financial statements were required on a retrospective basis.

Date of Management's Review

The Organization evaluated its June 30, 2020, consolidated financial statements for subsequent events through December 1, 2020, the date the consolidated financial statements were available to be issued. The Organization is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements, other than the event described in Note 12.

NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor restrictions limiting their use, within one year of the consolidated statements of financial position date, comprise the following:

	2020	2019
Cash and cash equivalents	\$ 61,061,523	\$ 55,004,305
Receivables		
Promises to give, current portion	10,004,121	9,963,152
Grantor agencies, net of allowance	1,622,839	731,285
Contract receivables, net of allowance	27,002,331	21,740,217
Other	1,260,592	209,050
Investments	192,117,444	194,371,155
	<u>293,068,850</u>	<u>282,019,164</u>
Less: donor restricted cash and investments	(39,532,658)	(33,023,645)
Less: donor restricted promises to give	<u>(2,004,120)</u>	<u>(5,963,153)</u>
Available for general expenditure	<u>\$ 251,532,072</u>	<u>\$ 243,032,366</u>

The Entity's goal is generally to maintain financial assets to meet 90-180 days of operating expenses (currently approximately \$55,000,000 to \$110,000,000). As part of its liquidity plan, excess cash is held in reserve or short-term investments. As described in Note 8, the Organization also has a line of credit in the amount of \$8,000,000, there were no draws on this line of credit during the years ended June 30, 2020 and 2019.

NOTE 3 – PROMISES TO GIVE

In 2016, the Organization began a capital campaign to fund the construction to expand the Bill's Place Residential Treatment Program. Promises to give are restricted to payment of the costs of constructing new program service facilities and other expansion activities. These unconditional contributions are recorded as income when contributed and have been discounted to net present value using a discount rate of 0.31% based on expected payments.

Promises to give are due as follows at June 30, 2020:

2021	\$ 10,177,908
2022	8,205,544
2023	564,206
2024	338,302
2025	120,000
Thereafter	400,000
	<u>\$ 19,805,960</u>
Promises to give, current portion, net of allowance of \$173,788	<u>\$ 10,004,121</u>
Promises to give, long-term	\$ 9,628,052
Less discount to present value	(69,790)
Less allowance, non-current	(168,842)
	<u>\$ 9,389,420</u>

As of June 30, 2019, total promises to give were \$21,220,802, net of a discount to present value of \$542,627 and the allowance of \$291,865.

NOTE 4 – CONDITIONAL PROMISES TO GIVE AND INTENTIONS TO GIVE

During 2016, the Organization began a growth and sustainability capital campaign in its efforts to expand its LifeSet program. This campaign was an agreement made between the Organization and a third party. This third party agreed to contribute an amount defined by their contract dependent upon the Organization meeting certain milestones each year. For the year ended June 30, 2019, the amount received and recorded by the Organization related to this agreement totaled \$13,300,000. As of June 30, 2019, the Organization had no outstanding commitments.

During 2017, The Organization was notified by a foundation of their intention to give \$14,000,000 to the Organization over a period of three years. Since this intention to give can be rescinded by the donor, is not legally enforceable, and was made for budgeting purposes only, the amounts will not be recorded in the consolidated financial statements until they are actually received. For the year ended, June 30, 2019,

\$3,000,000 has been received and recorded, respectively, by the Organization related to this intention to give. As of June 30, 2019, the whole amount has now been recorded on this intention to give.

During 2018, the Organization received a conditional promise to help support LifeSet services to young people aging out of the child welfare system. This was an agreement made between the Organization and a third party. This third party agreed to contribute an amount defined by their contract dependent upon the Organization meeting certain milestones each year. For the years ended June 30, 2020 and 2019, the amounts received and recorded by the Organization related to this agreement totaled \$500,000 each year. As of June 30, 2020 and 2019, the Organization had outstanding commitments of \$1,000,000 and \$1,500,000, respectively, which have not been recorded in the accompanying consolidated financial statements, nor will it be until the defined program accomplishments are met.

During 2020, the Organization received a conditional promise to give in relation to its efforts to expand its services in New England. This was an agreement made between the Organization and a third party. This third party agreed to contribute an amount defined by their contract dependent upon the Organization meeting certain milestones each year. For the year ended June 30, 2020, the amount received and recorded by the Organization related to this agreement totaled \$550,000. As of June 30, 2020, the Organization had an outstanding commitment of \$500,000, which has not been recorded in the accompanying consolidated financial statements, nor will it be until the defined program accomplishments are met.

During 2020, the Organization continued the growth capital campaign in its efforts to further expand its LifeSet program. This campaign was an agreement made between the Organization and a third party. This third party agreed to contribute an amount defined by their contract dependent upon the Organization meeting certain milestones each year. For the year ended June 30, 2020, the amount received and recorded by the Organization related to this agreement totaled \$14,000,000. As of June 30, 2020, the Organization had outstanding commitments of \$52,000,000.

NOTE 5 – INVESTMENTS

The cost and market value of investments are as follows at June 30:

	2020	
	Cost	Market Value
Mutual funds	\$ 107,631,493	\$ 101,252,271
Equity securities	4,244,101	7,812,384
Private equity funds and master limited partnerships	66,684,774	71,082,805
Hedge funds	5,747,570	11,885,867
Real estate investment trusts	95,920	84,117
Total	\$ 184,403,858	\$ 192,117,444
Cumulative unrealized gain on investments		\$ 7,713,586

	2019	
	Cost	Market Value
Mutual funds	\$ 47,268,727	\$ 49,254,980
Equity securities	3,523,952	6,775,482
Private equity funds and master limited partnerships	30,341,820	41,375,208
Hedge funds	56,491,738	96,849,851
Real estate investment trusts	105,000	115,634
Total	<u>\$ 137,731,237</u>	<u>\$ 194,371,155</u>
Cumulative unrealized gain on investments		<u>\$ 56,639,918</u>

The Organization holds shares in domestic and foreign companies that invest in derivative financial instruments for the purpose of hedging the risks of certain identifiable and anticipated transactions. In general, the types of risks hedged are those relating to the effects of stock selections through 1) borrowing money against their long positions and 2) borrowing securities in connection with short positions. The hedged investments are carried at fair market value. During 2020 and 2019, the Organization recognized a net gain of \$2,869,962 and \$2,204,730, respectively, from fair value hedges which are included in "Net gain (loss) on investments" in the consolidated statements of activities.

At June 30, 2020 and 2019, the Foundation had commitments to fund private equity and real estate investment trusts of \$16,076,290 and \$9,197,040, respectively, which are due upon request.

NOTE 6 – FAIR VALUE MEASUREMENT

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3). The three levels of the fair value hierarchy under generally accepted accounting principles are described below:

- Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities the Organization has the ability to access.
- Level 2 – Inputs (other than quoted prices with level 1) that are observable for the asset or liability, either directly or indirectly.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

- Level 3 – Inputs which are unobservable for the asset or liability and rely on management's own assumptions about the assumptions that market participants would use in pricing the asset or liability.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used attempt to maximize the use of observable inputs and minimize the use of unobservable inputs. The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2020.

Private equity funds, master limited partnerships, hedge funds and real estate investment trusts: Valued at the net asset value of shares held by the Organization at year end, as reported by the fund.

Equity securities and mutual funds: Valued at the closing price reported on the active market on which the individual securities are traded.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization's assets at fair value as of June 30, 2020 and 2019.

Assets at Fair Value as of June 30, 2020					
	Level 1	Level 2	Level 3	Assets Measured at Net Asset Value	Total
Mutual funds	\$ 101,252,271	\$ -	\$ -	\$ -	\$ 101,252,271
Equity securities	7,812,384	-	-	-	7,812,384
Private equity funds and master limited partnerships at NAV	-	-	-	71,082,805	71,082,805
Hedge funds at NAV	-	-	-	11,885,867	11,885,867
Real estate investment trusts at NAV	-	-	-	84,117	84,117
Total assets at fair value	\$ 109,064,655	\$ -	\$ -	\$ 83,052,789	\$ 192,117,444

Assets at Fair Value as of June 30, 2019

	Level 1	Level 2	Level 3	Assets	Total
				Measured at Net Asset Value	
Mutual funds	\$ 49,254,980	\$ -	\$ -	\$ -	\$ 49,254,980
Equity securities	6,775,482	-	-	-	6,775,482
Private equity funds and master limited partnerships at NAV	-	-	-	41,375,208	41,375,208
Hedge funds at NAV	-	-	-	96,849,851	96,849,851
Real estate investment trusts at NAV	-	-	-	115,634	115,634
Total assets at fair value	\$ 56,030,462	\$ -	\$ -	\$ 138,340,693	\$ 194,371,155

The Organization has the following investments which calculate net asset value (NAV) per share at June 30:

	2020			
	Fair Value	Unfunded Commitments	Redemption Frequency (if currently eligible)	Redemption Notice Period
Private equity funds and master limited partnerships	\$ 71,082,805	\$ 15,996,290	Monthly, quarterly, annually, or as provided	30-90 days
Real estate investment trusts	84,117	80,000	As provided	Not applicable
Hedge funds	11,885,867	-	Quarterly, annually, or as provided	60-180 days
	\$ 83,052,789	\$ 16,076,290		

	2019			
	Fair Value	Unfunded Commitments	Redemption Frequency (if currently eligible)	Redemption Notice Period
Private equity funds and master limited partnerships	\$ 41,375,208	\$ 9,117,040	Monthly, quarterly, annually, or as provided	30-90 days
Real estate investment trusts	115,634	80,000	As provided	Not applicable
Hedge funds	96,849,851	-	Quarterly, annually, or as provided	60-180 days
	<u>\$ 138,340,693</u>	<u>\$ 9,197,040</u>		

Private Equity and Master Limited Partnerships

Youth Villages Inc. and Affiliates invests in several private equity and master limited partnership funds that invests in private equity, venture capital, closed end bond funds, long Japanese and pan-Asia equity, U.S. equity, international equity, emerging markets equity, global long/short equity, and designated side pocket equity that are not publicly traded. Redemptions are permitted during the life of the funds, and the redemption notice period ranges from 30-90 days. When the assets are sold, the proceeds, less any incentive due to the fund sponsor, will be distributed to the investors. The sale of the assets is subject to the approval of the fund's managers.

Real Estate Investment Trusts

Youth Villages Inc. and Affiliates invests in one real estate investment trust that invests in residential real estate. Redemptions are permitted. When the underlying assets are sold, the proceeds, less any incentives due to the fund sponsor, will be distributed to the investors.

Hedge Funds

Youth Villages Inc. and Affiliates invests in hedge funds that pursue multiple strategies to diversify risks and reduce volatility. These funds invest in private equity, venture capital, global long/short equity, designated side pocket investments, insurance linked securities, municipal bonds, corporate stocks, real estate, insurance linked debt, film receivables lending, and cash. The fair values of these investments have been estimated using the net asset value per share of the investments as provided by the hedge fund managers.

NOTE 7 – PROPERTY AND EQUIPMENT

A summary of property and equipment is as follows at June 30:

	2020	2019
Land	\$ 8,305,138	\$ 8,345,138
Buildings	101,335,292	73,001,871
Equipment and vehicles	27,287,479	25,619,613
Furniture and fixtures	11,293,449	9,435,965
Construction in progress	8,993,194	23,707,982
Land and property held for sale	-	1,096,345
	<u>157,214,552</u>	<u>141,206,914</u>
Less accumulated depreciation	<u>(63,726,202)</u>	<u>(59,026,488)</u>
	<u>\$ 93,488,350</u>	<u>\$ 82,180,426</u>

Construction in progress primarily consists of various construction projects including the Bill's Place Residential expansion project, Bower Activity Center construction, and the Nashville office remodel. As of June 30, 2020, the estimated cost to complete these projects was approximately \$1,804,500.

NOTE 8 – LINE OF CREDIT

The Organization holds a line of credit with a financial institution with a credit limit of \$8,000,000. Regular monthly payments of all accrued unpaid interest are due as of each payment date, beginning March 31, 2020, with all subsequent interest payments to be due on the same day of each month thereafter. The line of credit matures on March 31, 2021, with all outstanding principal plus all accrued unpaid interest due on that date. Interest is equal to the one-month LIBOR rate plus 1.5%. As of June 30, 2020, the rate was 1.68%. The note is unsecured. As of June 30, 2020 and 2019, there were no draws on this line of credit.

NOTE 9 – LETTER OF CREDIT

The Organization has established one letter of credit with a bank, which names an insurance company as beneficiary. The Organization is self-insured with regard to workers' compensation, and the letter of credit was established to cover workers' compensation claims in the event of default on the part of the Organization. The letter of credit allows beneficiary drawings up to \$2,490,000; it expires December 16, 2020. As of June 30, 2020 and 2019, there were no drawings made by the beneficiary.

NOTE 10 – NET ASSETS

As of June 30, 2020 and 2019, net assets without donor restriction, designated by the board are, \$6,408,097 and \$5,949,924, respectively. These whole amounts have been designated to pay benefits to key employees upon termination of employment.

Net assets with donor restrictions are available for the following purposes at June 30:

	<u>2020</u>	<u>2019</u>
Purpose Restrictions:		
Growth Capital Campaign	\$ 314,822	\$ 476,003
LifeSet	21,742,177	16,581,691
Capital Projects	517,792	781,941
Bill's Place Campaign	3,927,068	5,126,360
Janie's Fund	2,833,227	2,382,520
Blue Meridian Partners/Growth Capital Campaign III	21,591,112	16,895,934
Time Restrictions	8,000,000	12,000,000
Perpetual in Nature - ChristieCare Land	78,000	78,000
	<u>\$ 59,004,198</u>	<u>\$ 54,322,449</u>

The amount that is perpetual in nature consisted of Oregon land acquired through the merger with ChristieCare. The land is limited under the deed from encumbrance, mortgage, or transfer of title without prior written consent.

NOTE 11 – LEASE COMMITMENTS

The Organization maintains various lease agreements for certain administrative and operating facilities in Alabama, Arkansas, District of Columbia, Georgia, Florida, Indiana, Massachusetts, Mississippi, North Carolina, New Hampshire, Ohio, Oklahoma, Oregon, and Tennessee. Total rental expense for such real property was \$2,493,781 and \$2,501,070 for the years ended June 30, 2020 and 2019, respectively. Certain leases are subject to rental escalation clauses in future years.

Minimum lease commitments in fiscal years subsequent to June 30, 2020 are as follows:

2021	\$ 1,724,385
2022	1,240,746
2023	846,068
2024	387,340
2025	324,187
Thereafter	54,494
	<u>\$ 4,577,220</u>

NOTE 12 – CONTINGENCIES

The Organization holds performance-based contracts with the State of Tennessee. Based on a performance evaluation through the year ended June 30, 2019, the Organization was notified on November 2, 2020 of a potential adjustment in performance fees due to the State of Tennessee of approximately \$1,800,000. Management is gathering information to exercise its appeal with the State and has accrued an estimated contingent liability for \$900,000 based on historical analysis of previous years' performance fee adjustments. This amount has been recorded in the consolidated statement of financial position as accrued other expenses as of June 30, 2020.

The Organization is involved in various legal actions incident to the ordinary course of business. In the opinion of management, the eventual disposition of these matters will not have a material adverse effect on financial position or results of operations.

NOTE 13 – RETIREMENT PLAN

Youth Villages Retirement Plan (the "Plan") is a defined contribution retirement plan which covers substantially all employees that have completed one year of service and have attained the age of twenty-one. Contributions are made at the discretion of management and the Board of Directors. Employer contributions for the years ended June 30, 2020 and 2019 were \$4,245,781 and \$3,839,801, respectively.

NOTE 14 – RELATED PARTY TRANSACTIONS

Youth Villages, Inc. is affiliated through common management and membership with Youth Villages Foundation, Inc. The Foundation collects donations and pledges for Youth Villages, Inc. and transferred \$25,886,401 and \$38,872,799 to Youth Villages, Inc. for the years ended June 30, 2020 and 2019, respectively. Also, Youth Villages, Inc. and Youth Villages Foundation Inc. have intercompany receivables/payables which totaled \$60,072,777 and \$66,277,557 as of June 30, 2020 and 2019, respectively. These amounts have been eliminated in the consolidation.

The Organization maintains cash and investments in numerous banks and trust companies. Officers of these banks and trust companies serve on the Board of Directors of the Organization. The amount of funds maintained at these institutions at June 30, 2020 and 2019 was \$28,305,541 and \$25,413,332 respectively. Any fees paid were at market rates. There are no related party transactions with Arkansas funding.

The Organization purchased insurance services through a company that is owned and managed by a member of the Board of Directors of the Organization. The amounts paid totaled \$289,663 and \$272,649 for the years ended June 30, 2020 and 2019, respectively.

The Organization purchased landscaping services from a company owned by a relative of a member of the Board of Directors of the Organization. The amounts paid totaled \$0 and \$11,970 for the years ended June 30, 2020 and 2019, respectively.

The Organization purchased medical supplies from a company owned by a relative of a member of management of the Organization. The amounts paid totaled \$135,675 and \$0 for the years ended June 30, 2020 and 2019, respectively.

NOTE 15 – INSURANCE POLICIES

Youth Villages, Inc. maintains life insurance policies on certain key employees of the Organization. As of June 30, 2020 and 2019, the cash value of these policies totaled \$6,408,097 and \$5,949,924, respectively and are included in "Other Assets" on the consolidated statements of financial position.

NOTE 16 – ECONOMIC DEPENDENCY

Youth Villages, Inc. relies upon the State of Tennessee as its major source of revenue. For the years ended June 30, 2020 and 2019, revenues from the State of Tennessee were \$99,788,376, and \$95,543,040, respectively. These revenues represented 41% and 40% of total revenue for Youth Villages,

Inc. for the years ended June 30, 2020 and 2019, respectively. The Organization places an emphasis on diversifying its sources of revenue. The Organization has been successful in its diversification plan by lowering the dependence on revenue from the State of Tennessee from 69% in 2005 to 41% in 2020. State of Tennessee contract revenue is reported at estimated net realizable amounts for services rendered. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations.

NOTE 17 – UNCERTAINTIES

The Medicaid program accounted for approximately 26% and 24% of Youth Villages, Inc.'s total revenue for the years ended June 30, 2020 and 2019, respectively. Laws and regulations governing the Medicaid program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by material amounts in the near term.

In March of 2020, the World Health Organization declared the outbreak of COVID-19, a novel strain of the Coronavirus, a pandemic. The extent of the impact of the outbreak on the Organization's contributions and revenues will depend on certain developments, including the duration and spread of the outbreak, impact on the Organization's donors, employees, and vendors. The financial statements do not reflect any adjustments as a result of the continuing economic uncertainty related to the Coronavirus.

SUPPLEMENTAL INFORMATION

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATING SCHEDULE OF FINANCIAL POSITION

June 30, 2020

	Youth Villages, Inc.	Youth Villages Foundation, Inc.	Eliminations	Total
Current Assets				
Cash and cash equivalents	\$ 14,073,837	\$ 46,987,686	\$ -	\$ 61,061,523
Receivables				
Affiliate	60,072,777	-	(60,072,777)	-
Promises to give, current portion	-	10,004,121	-	10,004,121
Grantor agencies	1,622,839	-	-	1,622,839
Contract receivables	27,002,331	-	-	27,002,331
Other	1,260,592	-	-	1,260,592
Investments	-	192,117,444	-	192,117,444
Prepaid expenses	1,679,852	28,791	-	1,708,643
Total current assets	<u>105,712,228</u>	<u>249,138,042</u>	<u>(60,072,777)</u>	<u>294,777,493</u>
Property and Equipment				
Land	8,305,138	-	-	8,305,138
Buildings	101,335,292	-	-	101,335,292
Equipment and vehicles	27,137,892	149,587	-	27,287,479
Furniture and fixtures	11,235,655	57,794	-	11,293,449
Construction in progress	8,993,194	-	-	8,993,194
	<u>157,007,171</u>	<u>207,381</u>	<u>-</u>	<u>157,214,552</u>
Accumulated depreciation	(63,568,790)	(157,412)	-	(63,726,202)
Total property and equipment	<u>93,438,381</u>	<u>49,969</u>	<u>-</u>	<u>93,488,350</u>
Other Assets				
Promises to give, net of current portion	-	9,389,420	-	9,389,420
Other	7,297,401	-	-	7,297,401
Total other assets	<u>7,297,401</u>	<u>9,389,420</u>	<u>-</u>	<u>16,686,821</u>
Total assets	<u>\$ 206,448,010</u>	<u>\$ 258,577,431</u>	<u>\$ (60,072,777)</u>	<u>\$ 404,952,664</u>

See independent auditor's report.

	Youth Villages, Inc.	Youth Villages Foundation, Inc.	Eliminations	Total
Current Liabilities				
Accounts payable	\$ 4,693,973	\$ 479,810	\$ -	\$ 5,173,783
Accounts payable - affiliate	-	60,072,777	(60,072,777)	-
Accrued salaries and compensated absences	9,512,496	104,678	-	9,617,174
Accrued retirement plan contributions	2,207,717	38,611	-	2,246,328
Accrued and withheld taxes	232,111	20,944	-	253,055
Accrued other expenses	3,174,960	21,143	-	3,196,103
Deferred revenue	31,570	-	-	31,570
Total current liabilities	19,852,827	60,737,963	(60,072,777)	20,518,013
Net Assets				
Without donor restrictions	186,595,183	138,835,270	-	325,430,453
With donor restrictions	-	59,004,198	-	59,004,198
Total net assets	186,595,183	197,839,468	-	384,434,651
Total liabilities and net assets	\$ 206,448,010	\$ 258,577,431	\$ (60,072,777)	\$ 404,952,664

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATING SCHEDULE OF ACTIVITIES

For the Year Ended June 30, 2020

	Youth Villages Inc.	Youth Villages Foundation Inc.	Eliminations	Total
Net Assets Without Donor Restrictions				
Revenues and Support				
State of Tennessee contract revenue	\$ 81,615,849	\$ -	\$ -	\$ 81,615,849
Contract revenue	58,613,579	-	-	58,613,579
TennCare revenue	17,272,550	-	-	17,272,550
Medicaid revenue	46,470,883	-	-	46,470,883
Net private insurance	5,283,964	-	-	5,283,964
Grants	1,615,984	-	-	1,615,984
USDA	921,700	-	-	921,700
Other - local education authority, county, city, provider agency	1,397,516	-	-	1,397,516
Donations and promises to give	25,886,402	5,662,446	(25,886,401)	5,662,447
Special events revenue	-	3,023,769	-	3,023,769
Less: costs of direct benefits to donors	-	(1,709,819)	-	(1,709,819)
Net revenues from special events	-	1,313,950	-	1,313,950
Dividends and interest on investments	-	2,495,913	-	2,495,913
Net loss on investments	-	(3,714,399)	-	(3,714,399)
Gain on sale of fixed assets	55,220	-	-	55,220
Miscellaneous income	1,171,014	294,843	-	1,465,857
	240,304,661	6,052,753	(25,886,401)	220,471,013
Net assets released from donor restrictions	-	19,590,259	-	19,590,259
Total revenues and support	240,304,661	25,643,012	(25,886,401)	240,061,272
Expenses				
Charitable contributions	-	25,886,401	(25,886,401)	-
Program services	189,043,057	-	-	189,043,057
Management and general	33,207,445	832,464	-	34,039,909
Fundraising	-	3,339,127	-	3,339,127
Total expenses	222,250,502	30,057,992	(25,886,401)	226,422,093
Change in net assets without donor restrictions	18,054,159	(4,414,980)	-	13,639,179

See independent auditor's report.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATING SCHEDULE OF ACTIVITIES (CONTINUED)

For the Year Ended June 30, 2020

	Youth Villages Inc.	Youth Villages Foundation Inc.	Eliminations	Total
Net Assets With Donor Restrictions				
Donations and promises to give	-	24,272,008	-	24,272,008
Net assets released from donor restrictions	-	(19,590,259)	-	(19,590,259)
Change in net assets with donor restrictions	-	4,681,749	-	4,681,749
Change in net assets	18,054,159	266,769	-	18,320,928
Net assets - beginning of year	168,541,024	197,572,699	-	366,113,723
Net assets - end of year	<u>\$ 186,595,183</u>	<u>\$ 197,839,468</u>	<u>\$ -</u>	<u>\$ 384,434,651</u>

See independent auditor's report.

YOUTH VILLAGES, INC. AND AFFILIATES
CONSOLIDATING SCHEDULE OF CASH FLOWS

For the Year Ended June 30, 2020

	Youth Villages, Inc.	Youth Villages Foundation, Inc.	Eliminations	Total
Cash Flows From Operating Activities:				
Change in net assets	\$ 18,054,159	\$ 266,769	\$ -	\$ 18,320,928
Adjustments to Reconcile Change in Net Assets to Net Cash Provided By Operating Activities:				
Depreciation	5,922,501	8,429	-	5,930,930
Unrealized loss on investments	-	2,166,480	-	2,166,480
Realized gain on investments	-	(467,699)	-	(467,699)
Gain on disposal of property and equipment	(55,220)	-	-	(55,220)
Increase (Decrease) in Cash and Cash Equivalents:				
Receivables	(7,205,210)	1,827,262	-	(5,377,948)
Receivables - affiliate	6,204,780	-	(6,204,780)	-
Prepaid expenses	(255,053)	13,788	-	(241,265)
Accounts payable	(213,059)	189,813	-	(23,246)
Accounts payable - affiliate	-	(6,204,780)	6,204,780	-
Accrued salaries and comp absences	2,556,408	2,318	-	2,558,726
Accrued retirement plan contributions	171,207	(1,823)	-	169,384
Accrued and withheld taxes	77,943	3,799	-	81,742
Accrued other expenses	106,961	4,253	-	111,214
Deferred revenue	(73,981)	-	-	(73,981)
Total adjustments	<u>7,237,277</u>	<u>(2,458,160)</u>	<u>-</u>	<u>4,779,117</u>
Net cash provided by (used for) operating activities	25,291,436	(2,191,391)	-	23,100,045
Cash Flows From Investing Activities:				
Purchase of property and equipment	(18,746,725)	-	-	(18,746,725)
Proceeds from the sale of equipment	1,563,091	-	-	1,563,091
Investment in securities	-	(202,732,490)	-	(202,732,490)
Proceeds from sales of securities	-	203,287,420	-	203,287,420
Increase in sundry assets	(414,123)	-	-	(414,123)
Net cash provided by (used for) investing activities	<u>(17,597,757)</u>	<u>554,930</u>	<u>-</u>	<u>(17,042,827)</u>
Net increase (decrease) in cash and cash equivalents	7,693,679	(1,636,461)	-	6,057,218
Cash and cash equivalents at beginning of the year	<u>6,380,158</u>	<u>48,624,147</u>	<u>-</u>	<u>55,004,305</u>
Cash and cash equivalents at end of the year	<u>\$ 14,073,837</u>	<u>\$ 46,987,686</u>	<u>\$ -</u>	<u>\$ 61,061,523</u>

See independent auditor's report.

YOUTH VILLAGES, INC. AND AFFILIATES

SINGLE AUDIT REPORT

June 30, 2020



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

To the Board of Directors
Youth Villages, Inc. and Affiliates

Report on Compliance for Each Major Federal Program

We have audited the Youth Villages, Inc. and Affiliates' (the "Organization") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2020. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control over Compliance

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

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

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance and Schedule of State Contracts

We have audited the consolidated financial statements of Youth Villages, Inc. and Affiliates as of and for the year ended June 30, 2020, and have issued our report thereon dated December 1, 2020, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying 1) schedule of expenditures of federal awards as required by the Uniform Guidance and 2) schedule of state contracts is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements.

The information has been subjected to the auditing procedures applied in the 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 auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and schedule of state contracts is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

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

Watkins Mikusall, PLLC

Memphis, Tennessee
December 1, 2020

YOUTH VILLAGES, INC. AND AFFILIATES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2020

Federal CFDA Number	Grantor Number	Program Name	Grantor/Pass-through Agency	Qualifying Expenditures
U.S. Department of Agriculture				
Pass-Through Programs From:				
10.553/10.555	N/A	Nat'l Sch Lunch/Bkfst Prog	TN Dept of Agriculture	\$ 746,837
10.553/10.555	900686	Nat'l Sch Lunch/Bkfst Prog	GA Dept of Agriculture	172,022
Total U.S. Department of Agriculture and Child Nutrition Cluster				918,859
U.S. Department of Health and Human Services				
Pass-Through Programs From:				
93.092	N/A	Affordable Care Act (ACA) Personal Responsibility Education Program	TN Dept of Children's Services	16,000
93.243	39704	Substance Abuse & Mental Health - Asheville, NC	U.S. Dept of Health and Human Services	157,033
93.556	G1801MSFPSS	Promoting Safe and Stable Families	MS Dept of Human Services	1,296,176
93.556	NYVFP1	Promoting Safe and Stable Families	Heartland for Children	463,480
Total Federal 93.556 CFDA				1,759,656
93.658	35910-02281/52526	Foster Care Title IV-E	TN Dept of Children's Services	1,479,968
93.658	NYVFP1	Foster Care Title IV-E	Heartland for Children	89,199
93.658	437007-G19-0001449-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	170,160
93.658	437007-G19-0001421-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	82,500
93.658	437007-G19-0001428-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	32,450
93.658	437007-G18-0001273-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	105,360
93.658	437007-G18-0001265-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	109,800
93.658	437007-G20-0001606-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	61,880
93.658	437007-G20-0001471-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	154,800
93.658	437007-G20-0001564-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	94,605
93.658	437007-G20-0001547-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	123,140
93.658	437007-G20-0001465-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	143,610
93.658	437007-G20-0001621-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	27,360
93.658	437007-G20-0001600-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	65,450
93.658	437007-G18-0001180-000-01	Foster Care Title IV-E	Wisconsin Department of Children and Families	42,750
Total Federal 93.658 CFDA				2,783,032

See independent auditor's report and accompanying notes to the schedule.

YOUTH VILLAGES, INC. AND AFFILIATES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)
 For the Year Ended June 30, 2020

Federal CFDA Number	Grantor Number	Program Name	Grantor/Pass-through Agency	Qualifying Expenditures
93.667	NYVFP1	Social Services Block Grant	Heartland for Children	52,772
Total U.S. Department of Health and Human Services				4,768,493
U.S. Department of Community Affairs				
Pass-Through Programs From:				
94.006	18AC199750	AmeriCorps	GA Dept of Community Affairs	29,335
94.006	19AC210245	AmeriCorps	GA Dept of Community Affairs	190,614
Total U.S. Department of Community Affairs				<u>219,949</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS				<u>\$ 5,907,301</u>

See independent auditor's report and accompanying notes to the schedule.

YOUTH VILLAGES, INC. AND AFFILIATES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2020

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards includes the activity of all federal awards programs of Youth Villages, Inc. and Affiliates. Federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included on the schedule. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the consolidated financial statements. Because the schedule presents only a selected portion of the operations of Youth Villages, Inc. and Affiliates, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Youth Villages, Inc. and Affiliates.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in either OMB A-122, *Cost Principles for Non-profit Organizations*, or the Uniform Guidance, as applicable, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The Organization has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 4 – SUBRECIPIENTS

The Organization did not pass any awards through to sub-recipients for the year ended June 30, 2020.

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS

For the Year Ended June 30, 2020

Contract Number	State Program Name	State Agency	Contract Revenue
Alabama			
C170165012	Wrap Services in the Home - Preservation	AL Dept. of Human Resources	\$ 506,710
C170165012	Wrap Services in the Home - Reunification	AL Dept. of Human Resources	9,044
N/A	MST Services	Lee County Juvenile Court - AL	485,522
Arkansas			
4600043780A02	Professional Consultant Services - Intercept	State of Arkansas Division of Children and Family Services	1,800,900
Arizona			
CTR048575	Out of State Behavioral Health Services	State of Arizona, Department of Child Safety	72,800
Delaware			
PBH(YV-IH)18-14976	State of Delaware, DSCYF for PRTF services	Department of Services for Children, Youth and Their Families	284,569
Florida			
NYVFP1	CBC-Purchase therapeutic Svcs for Children	Heartland for Children	314,405
NYVFP2	State funds to Match Promoting Safe and Stable Families	Heartland for Children	116,735
NYVFP3	State Funds to match Foster Care Title IV-E	Heartland for Children	330,179
Georgia			
N/A	Residential Treatment Centers Grant - 161	Georgia Department of Education	458,310
N/A	Quality Basic Education	Georgia Department of Education	848,798
Grant #1695	School Security Grant	Georgia Department of Education	30,000
Illinois			
4161508010	Institution Out of State - Fixed Rate	IL DCFS	1,591,922
Indiana			
34967	Child Welfare Service Provider Professional Services Contract Intercept	IN Department of Child Services	4,019,679
42556	Family Preservation Services Professional Services Contract	IN Department of Child Services	9,078
364323-ind SCAs	Residential Services Family and Children Funds	IN Department of Child Services	2,803,129
Maine			
20200127	Special Education Services	Department of Health and Human Services	7,668
20191104*1469	Special Education Services	Department of Education	54,126

See independent auditor's report and accompanying notes to the schedule.

YOUTH VILLAGES, INC. AND AFFILIATES
SCHEDULE OF STATE CONTRACTS (Continued)

For the Year Ended June 30, 2020

Contract Number	State Program Name	State Agency	Contract Revenue
Mississippi			
N/A	In Circle - Preservation	MS Dept of Human Services	326,275
N/A	In Circle - Reunification	MS Dept of Human Services	105,783
Nebraska			
ID. No. 6505546	PRTF, Specialized Care	NE DHHS, Division of Children and Family Services	287,187
N/A	Special Education Services	Nebraska Department of Education	168,771
North Carolina			
22468	MST Services	DPS/JCPC - Asheville, NC	29,170
10465	Wrap Around Services/Community Connections	DPS/JCPC - Durham, NC	103,471
21031	MST Services	DPS/JCPC - Greensboro, NC/Davidson County	19,218
20868	MST Services	DPS/JCPC - Greensboro, NC/Guilford County	51,697
N/A	Assessment Services	Vaya Health	253,915
N/A	MST Services	Vaya Health - JJSAMHP	113,924
37203	YV LifeSet	NC DSS	2,199,187
N/A	Substance Abuse & Mental Health - Durham, NC	U.S. Dept of Health and Human Svcs	123,949
N/A	Substance Abuse & Mental Health - Charlotte, NC	U.S. Dept of Health and Human Svcs	293,885
N/A	Substance Abuse & Mental Health - Fayetteville, NC	U.S. Dept of Health and Human Svcs	323,928
N/A	Substance Abuse & Mental Health - Boone, NC	U.S. Dept of Health and Human Svcs	109,052
Ohio			
N/A	Franklin County Children Services Intercept Program	Franklin County Children Services	1,699,792
N/A	Montgomery County Department of Job and Family Service	Montgomery County Children Services Division	43,250
N/A	Montgomery County DJFS, Substitute Care Services	Montgomery County	8,450
N/A	Licking County DJFS, Comprehensive Evaluation Program	Licking County Department of Job & Family Service	64,400
FCFC-11-0	Ed Service Center of Central OH, Promoting Safe and Stable Families	Franklin County Family and Children First Council	4,508
N/A	Butler County Department of Job and Family Service, Title IV-E	Butler County Children Services Division	600
N/A	The Buckeye Ranch, PFSN, IV-E agency	The Buckeye Ranch, Individual Child Care Agreement	79,950
N/A	Franklin County Children Services, Title IV-E	Franklin County Children Services	853,300
Oklahoma			
16000596	OK-Oklahoma City Child Welfare - Intercept	OK Department of Human Services	1,680,847
16000595	OK-Tulsa Child Welfare - Intercept	OK Department of Human Services	1,354,452
16001544	OK State Child Welfare - YVLifeSet	OK Department of Human Services	1,114,033
45100096	State of Oklahoma - Residential Services	OK Department of Human Services	124,775
19010757	State of Oklahoma - Foster Care and Pre Adoptive Services	OK Department of Human Services	100,000

See independent auditor's report and accompanying notes to the schedule.

YOUTH VILLAGES, INC. AND AFFILIATES
SCHEDULE OF STATE CONTRACTS (Continued)

For the Year Ended June 30, 2020

Contract Number	State Program Name	State Agency	Contract Revenue
<u>Oregon</u>			
155207	State of Oregon Professional Services Contract-In Home	OR Health Authority DHS	796,325
2019 762	Deschutes County Health Services Dept, BHD	State of Oregon, Crisis and Acute Transition Services	229,012
160907-0	Child Welfare, Child Well Being, Foster Care & Youth Transitions	State of Oregon, ILP Services	150,775
161653-0	Child Welfare, Child Well Being, Foster Care & Youth Transitions	State of Oregon, ILP Services	81,300
2017-184 2019-280	State of Oregon Professional Services Contract-In Home Therapeutic Ser.	Deschutes County Department of Community Justice	36,395
151844	State of Oregon Professional Services Contract-Intercept	OR Health Authority DHS	722,352
<u>South Carolina</u>			
4400022940	Psychiatric Residential Treatment Facility	SC Department of Social Services	33,756
<u>Tennessee</u>			
N/A	Title 1 - Shelby County Area	Shelby County Schools/SCS Federal Programs	1,353
2-942703-00A2	Title 1 - Nashville Metropolitan Area	Metropolitan Board of Public Education	1,791
PBC01709	Continuum Contract	TN Department of Children's Services	58,402,104
Multiple	Foster Care, Title IV-E Unique Care Contract Services	TN Department of Children's Services	5,306,127
54977	Crisis Services Continuum	TN Department of Mental Health and Substance Abuse Services	930,969
SPED01718	Special Education - Nicholas Hobbs Academy / Morris Wilson	TN Department of Children's Services	64,500
N/A	Educational Services	TN Department of Children's Services	571,236
35910-02953	Intercept-Intensive In-home Services	TN Department of Children's Services	6,637,410
35910-02244	Performance based Intensive In-Home Services	TN Department of Children's Services	1,539,600
35910-02281	Transitional Living	TN Department of Children's Services	2,072,000
35910-02789	Clinical Detention Services	TN Department of Children's Services	181,371
35910-02544	Statewide Juvenile Justice (Intensive In-Home Services)	TN Department of Children's Services	2,707,680
35910-9418	Multi-Systemic Therapy - Child Abuse and Neglect (MST-CAN) Services	TN Department of Children's Services	404,130
33901	Juvenile Justice Reform Local Diversion Grant	TN Department of Mental Health and Substance Abuse Services	981,294
<u>Virginia</u>			
N/A	Roanoke Community Policy and Management Team	City of Roanoke	102,700
N/A	Culpeper County Juvenile Court - VJCCA Therapeutic Foster Care	County of Culpeper	35,340
N/A	Fairfax-Falls Church Community Policy and Management Team	Fairfax County	671,450
N/A	County of Henrico, Virginia	Henrico County	18,200
N/A	County of Loudoun, Virginia	Loudoun County	137,800
N/A	Alexandria Community Policy and Management Team	City of Alexandria	83,050

See independent auditor's report and accompanying notes to the schedule.

YOUTH VILLAGES, INC. AND AFFILIATES
SCHEDULE OF STATE CONTRACTS (Continued)

For the Year Ended June 30, 2020

Contract Number	State Program Name	State Agency	Contract Revenue
Wisconsin			
84324	Dane County, DHS	Dane County	1,085,941
19-093 111	Dodge County HS&HD	Dodge County	297,825
19-YS-33 20-YS-33	Douglas County, DHHS	Douglas County	118,860
2019-0123 2020-0123	Eau Claire County, DHS	Eau Claire County	112,825
19-314 20-346	Jefferson County, HSD	Jefferson County	225,235
CFS-YV-PLC-RCC-19 20	Kenosha County, DHS	Kenosha County	294,410
205716-1803-00	LaCrosse County, DHS	LaCrosse County	495,885
19-91 20-03	Manitowoc County, HSD	Manitowoc County	99,250
N/A	Marathon County, DSS	Marathon County	170,440
DYFS19-121119-A	Milwaukee County DHHS	Milwaukee County	35,480
DYFS19-101019-A	Milwaukee County DHHS	Milwaukee County	6,800
19-315 20-315	Monroe County, DHS	Monroe County	194,810
19-37 20-38	Oneida County, DSS	Oneida County	155,590
44-19-138 44-20-138	Outagamie County, DHHS	Outagamie County	588,345
N/A	Polk County, Community Services Division	Polk County	109,800
19-132 20-136	Racine County Human Services Department	Racine County	212,785
2019_0114 2020_0076	Rock County Human Services Department	Rock County	324,940
20P-82	Sauk County Department of Human Services	Sauk County	112,645
N/A	Shawano County Human Services Department	Shawano County	31,950
N/A	Sheboygan County, DHHS	Sheboygan County	89,845
N/A	St. Croix County, DHHS	St. Croix County	233,475
4542	Walworth County, DHHS	Walworth County	26,950
2019-44384 2020-44384	Waupaca County, DHHS	Waupaca County	157,950
2019-42 2020-07	Waushara County, DHS	Waushara County	157,455
N/A	Adoption Services, WI Department of Children and Families	Wisconsin DCF	147,890
Washington			
1912-64699	Washington State Department of Children, Youth and Families	Children, Youth and Family	163,547
1912-53135	Washington State Department of Children, Youth and Families	Children, Youth and Family	157,284
TOTAL STATE CONTRACT REVENUE			\$ 114,089,575

See independent auditor's report and accompanying notes to the schedule.

YOUTH VILLAGES, INC. AND AFFILIATES
NOTES TO SCHEDULE OF STATE CONTRACTS

For the Year Ended June 30, 2020

NOTE 1 – STATE CONTRACTS

In addition to the federal awards reported on the schedule of expenditures of federal awards, the Organization performs services contracted by various state agencies during the Organization's normal course of operations. The Organization is a vendor to the state agency or department executing the contract, and in accordance with the guidance included in the Uniform Guidance, these agreements do not result in the Organization being a sub-recipient of federal or state awards. For clarification purposes, the Schedule of State Contracts summarizes the Organization's contract revenue for the fiscal year ended June 30, 2020, under such agreements.



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

To the Board of Directors
Youth Villages, Inc. and Affiliates

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated financial statements of Youth Villages, Inc. and Affiliates (the "Organization"), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 1, 2020.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Watkins Nilusall, PLLC

Memphis, Tennessee
December 1, 2020

YOUTH VILLAGES, INC. AND AFFILIATES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended June 30, 2020

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on the consolidated financial statements of Youth Villages, Inc. and Affiliates.
2. No significant deficiencies or material weaknesses relating to the audit of the consolidated financial statements are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of Youth Villages, Inc. and Affiliates were disclosed during the audit.
4. No significant deficiencies or material weaknesses relating to the audit of the major federal award programs are reported in the Independent Auditor's Report on Compliance For Each Major Program and on Internal Control Over Compliance Required By the Uniform Guidance.
5. The auditor's report on compliance for the major federal award programs for Youth Villages, Inc. and Affiliates expresses an unmodified opinion on the major federal programs.
6. There are no audit findings required to be reported in accordance with Title 2 U.S *Code of Federal Regulations* (CFR) Part 200, Section 200.516(a).
7. The programs tested as a major programs were:
 - a. U.S. Department of Agriculture Child Nutrition Cluster; School Breakfast Program, CFDA No. 10.553, and National School Lunch Program, CFDA No. 10.555.
 - b. U.S. Department of Health and Human Services; Promoting Safe and Stable Families, CFDA No. 93.556.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Youth Villages, Inc. and Affiliates was determined to be a low risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

None

YOUTH VILLAGES, INC. AND AFFILIATES
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

For the Year Ended June 30, 2020

There were no findings reported in the 2019 auditor's report.

Youth VILLAGES.

The force for families

Board of Directors

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and Secretary
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Member since 2018

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Chairman Emeritus

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Ms. Amy Crate

Member since 2021

Ms. Vanessa Diffenbaugh
Author & Co-Founder
The Camellia Network

Member since 2015
Board Secretary

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Youth VILLAGES.

The force for families

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Mr. Bill Giles

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Member since 2013

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Youth VILLAGES®

The force for families

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Lori Sustek, MSW

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c/o Youth Villages
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Woburn, MA 01801

PROFESSIONAL EXPERIENCE

Youth Villages, Inc.

State Director of MA and NH (January 2016 to present)

- Provide clinical and operational oversight of Intercept, Life Set and Continuum programs in MA and NH
- Provide leadership development of specialists, supervisors, consultants, senior leadership and specialized positions
- Oversee operations for 6 offices and 250 staff
- Responsible for program budgeting
- Participate in marketing, lobbying, communications, and fund-raising efforts in MA and NH
- Responsible for program adherence to state audit standards
- Responsible for program adherence to Joint Commission accreditation standards
- Interface with Commonwealth agencies on fiscal budgeting, funding and expansion opportunities
- Monitor census of programs
- Monitor and forecast growth needs of regions through hiring and retention strategies

Assistant Director of Community Based Programs (August 2011- January 2016); Woburn, MA

- Provide clinical and operational oversight of Intercept, Transitional Living and CBHI programs in MA and NH
- Provide leadership development of specialists, supervisors, consultants, senior leadership and specialized positions
- Responsible for program budgeting
- Participate in marketing, lobbying, communications, and fund-raising efforts in MA and NH
- Responsible for program adherence to state audit standards
- Responsible for program adherence to Joint Commission accreditation standards
- Interface with Commonwealth agencies on fiscal budgeting, funding and expansion opportunities
- Monitor census of programs
- Monitor and forecast growth needs of regions through hiring and retention strategies

Regional Manager (December 2008 – August 2011); Woburn, MA

- Provide clinical and operational oversight of Intercept and Transitional Living programs in MA
- Provide leadership development of counselors, specialists, supervisors, and specialized positions
- Responsible for program budgeting
- Participate in marketing, lobbying, communications, and fund-raising efforts in MA
- Responsible for program adherence to state audit standards
- Responsible for program adherence to Joint Commission accreditation standards
- Interface with Commonwealth agencies on fiscal budgeting, funding and expansion opportunities
- Monitor census of programs
- Monitor and forecast growth needs of regions through hiring and retention strategies
- Provide clinical and programmatic supervision for graduate school interns

Regional Supervisor (March 2008- December 2008); Woburn, MA

- Provide clinical and operational oversight of the Intercept Program that includes 40+ families.
- Provide leadership development of clinical supervisor and counselors.
- Responsible for budgetary concerns of programs
- Responsible for program adherence to Joint Commission accreditation standards
- Responsible for expansion of the Intercept Program, increasing funding sources to increase the number of families served over three regions
- Develop and maintain relationships with Commonwealth agencies for program referral and expansion opportunities
- Monitor and report on census
- Interfacing with Commonwealth agencies on fiscal budgeting and funding opportunities
- Marketing of program commonwealth-wide including benefit fundraisers, program presentations, and career fairs
- Collection and reporting of data on customer satisfaction
- Adherence of program and staff to APA/ACA Code of Ethics

Lori Sustek

- Forecasting growth needs of the region through hiring and retention strategies

Clinical Supervisor (August 2007- March 2008); Lawrence, MA

- Supervision of 5- 7 clinicians with a combined case load of 20-42 families
- Managed case load documentation and ensured compliance with JCAHO quality and contractual standards
- Provided clinical direction to counselors to ensure case progress
- Educated staff on organizations' analytical model
- Administered in-field supervisory assessments of staff
- Conducted weekly supervision meetings and training development classes
- Administered performance appraisals, as well as, disciplinary action for counselors not meeting program expectations
- Acquired and review referrals for program participation
- Developed program awareness with the Department of Children and Families and the Department of Mental Health providers
- Conducted training of new counselors

Family Counselor (July 2006- August 2007); Washington, D.C. / Lawrence, MA

- Managed a case load of 5 families, including a minimum of 3 therapy sessions per week and 24/7 crisis response availability
- Advocated for families ensuring needs were met within the 5 system perspective (individual, family, peer, community, and school)
- Facilitated and secured enrollment in developmentally appropriate community activities
- Identified and connected families with basic needs agencies
- Advocated for families at IEP meetings, court and provider meetings
- Assisted families in the development of peer directories to reduce time of runaway incidents, and ensure safety of at-risk youth in the program
- Complete documentation in a timely manner and communicated case progress to funders, DCF social workers, probation officers, and the Clinical Supervisor

University of Colorado at Denver and Health Sciences Center- Synergy Outpatient Programs, Denver, CO.

MST Family Therapist (full-time 2005- 2006)

- Counsel male and female adolescence with conduct disorders and substance dependency issues
- Provide intensive in- home family therapy and community based treatment, having an average of 4 direct client hours per week, using an ecological and evidence based approach, CBT, solution focused, psychodynamic and multisystemic therapy
- Case management and collaboration with involved systemic providers, including human services and probation office
- Advocacy within juvenile justice system
- Complete comprehensive substance abuse and psychiatric evaluations including use of multi- disciplinary team format for generation of recommendations

Wheaton College Counseling Center, Norton, MA

Social Work Intern (part-time 2004-2005)

- Implement a variety of therapeutic techniques including CBT, narrative, strength based and psychodynamic to provide individual counseling resulting in improved life skills for young adults facing suicide tendencies, depression, anxiety, home sickness, academic challenges, cutting, bulimia etc.
- Provide depression screening, stress busting, alcohol awareness, and other outreach programs which resulted in identifying clients and providing program resource exposure
- Generated idea for and created a monthly newsletter to highlight a various issues that college aged students may face to provide the community with accurate information

Memorial Spaulding and Zervas Elementary Schools, Newton, MA

Social Work Intern (part-time 2003-2004)

- Counseled students (K-4) who had behavioral problems, were at-risk students, or developmentally delayed, provided individual therapy and followed their progress throughout the year

Lori Sustek

- Facilitated Social Skills and Friendship groups that addressed specific behaviors and focused on modifying these behaviors
- Interviewed parents to obtain developmental history of students, prepared written reports and presented findings to the Special Education Team
- Collaborated with teachers and administrators regarding on-going student's needs and progress
- Developed and implemented treatment plans for individual students and groups

Y.O.U., Inc., Worcester, MA

Relief Clinical Counselor (part-time 2002-2003)

- Coached and mentored 10 adolescent at-risk girls in a group home providing counseling to help them achieve personal growth
- Facilitated group activities to develop new skills through recreational activities, daily living skills training and healthy role modeling
- Collaborated with program staff in design and implementation of specific treatment plans for individual clients
- Document any unusual situations and behaviors, and update client chart with progress each day

Sullivan Middle School, Worcester, MA

School Psychology Sequence Intern (part-time 2002 – 2003)

- Mentored, tutored, counseled, and followed the progress of inner city seventh and eighth graders throughout the entire school year, providing continuity and support for these at-risk students, preventing academic failure and promoting effective study techniques
- Collaborated with professor and other interns, as well as the teachers to create effective academic plans

Westwood Lodge Hospital

Mental Health Associate (summer 2002)

- Provided personal care and individual support, structure and guidance to children and adolescents long-term acute care in a hospital environment
- Applied crisis prevention and intervention techniques and collaborated with staff addressing issues that included behavioral problems, attempts at self harm, and managing anger
- Co-facilitated goals groups and topic of the day groups, helping patients set and achieve realistic goals so that they could succeed
- Assumed additional responsibility as a Pharmacy Technician, preparing prescriptions of all psychological medications for children, adolescent and adult patients resulting in an awareness of the relationship between the drugs and the disorders

Clark University, Psychology Department, Worcester, MA

Research Assistant to Psychology Professor (2000-2001, part-time)

- Observed parent/child interactions for a study of Families Through Time

EDUCATION

May, 2005	Simmons College, Graduate School of Social Work Master of Social Work
May, 2003	Clark University, Worcester, MA Bachelor of Arts in Psychology, minor in Sociology, certificate in School Psychology Dean's List, Scholar Athlete Award, 2002

TRAININGS AND CERTIFICATIONS

- CPI Crisis Prevention/Intervention
- First Aid
- CPR
- HIPAA
- CBT including DBT

Lori Sustek

Page 4

- MST
- Process of Change – Substance Abuse Protocol
- PAYA Preparing Adolescents for Young Adulthood Curriculum
- Suicide Risk Assessment
- Motivational Interviewing

Scott Manheimer

WORK EXPERIENCE

Youth Villages

Assistant Director

MA and NH

May 19- Present

- Provide clinical and operational oversight Intercept and Lifeset programs in MA and NH
- Provide leadership development of specialists, supervisors, and specialized positions
- Responsible for program budgeting
- Participate in marketing, lobbying, communications, and fund-raising efforts
- Responsible for program adherence to state audit standards
- Responsible for program adherence to Joint Commission accreditation standards
- Interface with Commonwealth agencies on fiscal budgeting, funding and expansion opportunities
- Monitor and forecast growth needs of regions through hiring and retention strategies and census

Youth Villages

Regional Supervisor

Woburn, MA

September 16-May 19

- Oversee Intercept Program including census management, clinical integrity, staff management and retention, customer service, and marketing.
- Directly supervise and provide professional development of 4 supervisors to ensure all staff are supported in providing the highest quality of care to a census of up to 64

Youth Villages

Clinical Supervisor

Woburn, MA

Aug 14- Sept 16

- Responsible for the overall direction, coordination and evaluation of 4-5 counselors on a team
- Ensuring treatment progress for youth and families
- Appraising performances of counselors
- Run weekly group supervision to ensure effective clinical work
- Providing on call supervision to support and guide counselors

Youth Villages

Senior Family Intervention Specialist

Woburn, MA

March 12- Aug 14

Intensive in-home services

- Provide intensive home based treatment to families in a variety of settings and communities.
- Implementing weekly interventions for families based on their specific needs.
- Assist in diverting youth from out of home placements by providing treatments that support families to safely maintain the youth in their home environment.
- Provide 24/7 on-call support to families including rotating weekend schedule.
- Work closely with collaterals on a weekly basis reviewing family progress, goals and potential struggles for upcoming treatment cycles.

Futures Clinic

1:1 Teacher/Case Manager

Beverly, MA

May 11- March 12

- Utilized ABA teacher of students with Autism in a 1:1 school setting.
- Implement behavior intervention and curriculum programs.
- Follow Behavioral Programs and complete daily data collection on target behaviors.
- Responsible for daily entry of academic and social data into graphing system.
- Maintain student's academic books, supplies and updating material for lessons.
- Assist in assessing progress of effectiveness of behavior plans and curriculum modifications.

Melmark New England

ABA (Applied Behavior Analysis) Counselor

Dracut, MA

Oct 09 – April 11

- Provide care for children with ages ranging from 6-14 in a residential setting.
- Assist students with everyday living skills to increase independence and rehabilitate behavior.
- Run students schedule of IEPs (Individualized Educational Program) on a daily basis.
- Monitor, oversee and communicate all aspects of behavior support plans for students.

- Manage and organize the logistics of the educational and clinical programs.
- Responsible for extensive data collection pertaining to behavior, lifestyle and everyday activities.

CERTIFICATIONS & SKILLS

CPR, First Aide, Crisis Prevention Institute, Public Service License, Medication Certified
Microsoft Word, Excel, PowerPoint, Outlook, Adobe, Lotus Notes, Photoshop

EDUCATION & ACADEMICS:

Merrimack College, North Andover, MA 2008 Graduation
Bachelor of Arts – Concentration Psychology

Cambridge College, Lawrence, MA 2017 Graduation
Masters of Education -Mental Health Counseling

Carly Branconnier

Email: carly.branconnier@youthvillages.org

Education

Clark University, Worcester, MA

Master's in Public Administration

December 2018

GPA: 4.0

Bachelor of Arts in Psychology, Concentration in Public Health

December 2017

GPA: 3.93

Work Experience

Youth Villages Manchester, NH

Regional Supervisor

July 2022-Present

- Oversees staff and supervisors for the Lifeset program and one team from the Intercept program
- Ensures quality of services and meeting of compliance standards
- Assists and oversees crisis management and reporting up procedures to ensure safety of clients
- Trains and develops strengths and needs of new and continuing staff and supervisors
- Communicates and builds partnerships with DCYF and other community agencies

Youth Villages LifeSet Program, Woburn, MA

August 2018-Present

Clinical Supervisor

- Oversees management of crises with young adults and assists staff in their course of action
- Oversees treatment model adherence and conceptualization of treatment
- Checks for quality assurance of all documentation including adherence to the clinical model
- Trains and develops strengths and needs of new and continuing staff
- Communicates consistently and professionally with outside organizations such as DCF and DMH

Youth Villages LifeSet Program, Woburn, MA

YV LifeSet Specialist

December 2018-August 2018

- Providing support for youth ages 17-22 in reaching their goals in adulthood and helping them build the skills to maintain long term success.
- Assists youth with building up lagging skills around housing acquisition, job acquisition and maintenance, money management and budgeting, educational success and general health.
- Develops safety plans that empower youth to build up their natural supports, coping skills and ensure their own long term safety
- Communicate consistently and professionally with outside organizations such as DCF and DMH

Greater Beverly YMCA Sterling Woods Day Camp, Beverly, MA

Science/Nature Specialist (seasonal)

June 2017-Present

- Planned and lead science based activities for elementary aged children. Examples of activities include, bug scavenger hunts, making edible DNA, making bird feeders

- Supervised young children, resolved conflicts, applied creative problem solving, and helped children grow and learn
- Exhibited patience, compassion, creativity and punctuality
- Adapted activities for children with special needs to allow integration with their peers

Worcester District Attorney's Office, Worcester, MA

January 2017- May 2017

Superior Court Intern

- Performed clerical duties
- Read case information include police reports, grand jury minutes and interviews and synthesized information into a succinct outline
- Observed superior court proceedings

Skills

Certifications: CPR, First Aid, A-CRA

Software: Microsoft Office (Word, Powerpoint, Excel)


MELISSA OCASIO

OBJECTIVE

To obtain a position in which I could utilize my acquired skills in the Mental Health, Trauma and Addiction field. A highly skilled mental health counselor with more than 10 years of experience in CBT, DBT, TFCBT and Collaborative Problem Solving.

EDUCATION

2018 - Present North Central University Alameda, CA
Doctorate of Philosophy in Psychology with a concentration in Addiction

2010 - 2013 Cambridge College Cambridge, MA
Masters in Mental Health, Addiction and Trauma

2008 - 2010 Northern Essex Community College Haverhill, MA
Direct Support Certificate Program

2007 - 2010 University of Massachusetts Lowell, MA
Bachelor's Degree in Criminal Justice
Minor in Psychology

2002 - 2007 Middlesex Community College Lowell, MA
Associate's Degree Criminal Justice

1998 - 2002 Greater Lawrence Technical School Andover, MA
Office Technology/Programming - General Educational Studies

RELEVANT COURSES

Spring 2001 Northern Essex Community College Lawrence, MA
Dual Enrollment Program/Introduction to Psychology
This program allows High School Students who have a grade point average of 3.0 or higher to be eligible to attend free college classes while still enrolled in High School.

Fall 2000 Northern Essex Community College Haverhill, MA
Dual Enrollment Program/Introduction to Business

WORK EXPERIENCE

2013 - Present Youth Villages Manchester, NH
Regional Supervisor

- Supervise Supervisors/Staff/Interns
- Census Management
- Referrals
- Field Visits
- Hire Manager
- Treatment Plan Development/Reviews
- Family Therapy

2008 - 2010 Wayside Youth & Family Services Milford, MA
Safe Plan Advocate/ Rape Crisis Counselor

- Safe Plan/209A Restraining Orders/Harassment Orders
- 1:1 Counseling/Treatment Plans
- Referrals
- Rape Crisis Hotline

2007 - 2008 Essex County Sheriff's Department Lawrence, MA

Reserve Correctional Officer

- Booking Inmates/Visitors
- Assigning Cells/Routine Rounds
- Reports

2006 - 2013 Fidelity House Human Services Lawrence, MA
Children's Intensive Case Manager

- Home visits providing ABA Interventions
- Prepare Schedules/General Office Procedures
- Family Support Plans and Bi-Monthlies
- IEP Meetings/Create Behavior Plans

LANGUAGES

English and Spanish

REFERENCES

References upon request.

JEREMY R. SAYERS

EDUCATION:

Master of Education in Mental Health Counseling Anticipated date of graduation May 2022
Cambridge College, Lawrence, MA
Current GPA: 4.00

Bachelor of Science in Criminal Justice May 2018
Mount Ida College, Newton, MA

Honors: GPA: 3.89; Inducted into National College Honors Society (February 2017);
Presidential Scholarship (2014 – 2018); Dean's List (2014 – 2018)

Relevant Coursework: Intro to Psychology; Conflict & Communication; Mediation; Theories and
Techniques in Counseling; Criminal Law; Ethics; Abnormal Psychology; Issues in Treatment
and Rehabilitation; Sociology of the Family; Intro to Corrections

Activities: Collegiate Division III Varsity Soccer (2014, 2015, 2016, 2017)

Certification in Mediation, CPR, First Aid, AED

EXPERIENCE:

Youth Villages In-Home Intercept Services, Manchester, NH October 2019 – Present
Clinical Supervisor

- Manage and support a team of four to five Family Intervention Specialists, each with a case load of five youth and families
- Support in the training of new Specialists in the areas of organization's policy and applicable state contract requirements
- Plan and direct treatment for youth and families, in collaboration with a licensed Consultant and Family Intervention Specialist
- Evaluate staff development and complete six month and annual appraisal reviews.

Youth Villages In-Home Intercept Services, Manchester, NH March 2019 – October 2019
Expansion Specialist

- Manage a case load of two to three families, with counseling sessions three times a week per family
- Support new staff with Collaborative Documentation, Collaborative Problem Solving, and Youth Villages' weekly expectations
- Assist leadership with interviewing potential employees
- Build positive relationships with families and collaterals

Youth Villages In-Home Intercept Services, Manchester, NH September 2018 – March 2019
Family Intervention Specialist

- Manage a case load of four to six families, with counseling sessions three times a week per family
- Attend all Individualized Educational Program meetings, community support meetings, and court hearings
- Provide therapeutic services and support for families in crisis, during and after hours

Krystin Corliss

EDUCATION

Plymouth State University

Plymouth, NH

Bachelor of Arts in Criminal Justice

2014

Completed coursework equivalent to minors in Psychology, Sociology Anthropology
Focus courses in: Growth and Development, Child Maltreatment, Families, Schools, and
Communities, Juvenile Delinquency and Cognitive Psychology.

Women's Varsity Basketball

Four year member, Captain Junior and Senior seasons.

CPI certified, RENEW Facilitator, Tier 2 Collaborative Problem solving practitioner, A-CRA
trained

Capella University

Minneapolis, Minnesota

Masters of Social Work

August 2020-Present

4.0 GPA with 16 credits completed

**Recipient for the NH Division for Children, Youth, and Families Exemplary Leadership and Service
Award -Community Member 2021**

EXPERIENCE

Youth Villages

Manchester, NH

Clinical Supervisor

June 2020-Present

- Provide direct supervision of a team of 4 Family Intervention Specialists
- Facilitates Weekly Development meetings with staff
- Trains new staff both in the field and with documentation needs
- Reviews treatment plans weekly and provides feedback to staff so that to support comprehensive treatment goals compliant with contract requirements
- Consistently communicate and maintains positive working relationships with collaterals such as DCYF, DJJS, and school districts
- Facilitate admission sessions and complete initial safety planning and assessments
- Triage weekend crisis calls for both Massachusetts and New Hampshire In-Home programs
- Supervise response ready staff triaging and responding to crisis calls weeknights/weekends/holidays
- Continue to provide intensive-in home services as described below when staff are out, unavailable, or carrying own assigned case

Youth Villages

Manchester, NH

Family Intervention Specialist

April 2019-June 2020

- Provides primary therapy activities using structural, strategic, and evidenced based interventions to address structure, individual, and parental needs.
- Provides support/sessions in home, schools, and communities
- Supports resource identification and utilization
- works collaboratively in an inter-agency team setting directly with DHHS agencies DCYF and DJJS, coordinates wrap around services
- Provides crisis response services via phone and in person response
- Develops safety and support plans with each family based on various referral or risky behaviors and mental health needs including but not limited to delinquency, abuse and

neglect, domestic violence, aggression, self-harm, suicidality, truancy, and relapse prevention planning.

- Develops bi-weekly treatment plans including updated safety plans as well as clinically focused therapeutic objectives.
- Provide quality and thorough documentation in a timely manner, specifically focusing on collaborative documentation and best practice
- Complete strengths based comprehensive assessments such as psycho-social assessments, and Columbia-Suicidality Screeners and Lifetime/Recent
- Provide support in training of new staff
- Constantly strive to provide therapeutic focused services which represent a strengths based and systematic model focused on long term success
- Triage weekly crisis calls and respond to crises on the weekends as holidays as they arise within an alternating schedule
- Triage crisis calls and respond to crises 12 hours per day during the work week with assigned families on caseload

Community Partners of NH

Rochester, NH

Senior Functional Support Specialist- Youth and Family Services September 2018-April 2019

- In addition to Functional Support Specialist duties listed below; lead clinical meetings with functional support staff, oversaw and facilitated therapeutic groups, and aided in the training of new staff.
- Bachelor level intern supervisor

Community Partners of NH

Rochester, NH

Functional Support Specialist- Youth and Family Services April 2016-September 2018

- Created and implemented treatment plans, completed required weekly, quarterly and annual assessments and documentation.
- Provided case management support, identifying needs and providing resources regarding identified needs.
- Provided psycho-education, positive parent management training, created and utilized appropriate therapeutic interventions 1:1 with clients as well as with caregivers in home, school and community settings.
- Consistently collaborated with treatment team members, school staff, and other service providers to provide high quality care.
- Maintained professional and positive therapeutic rapport with families and clients while empowering them to be more effective in their lives
- Trained RENEW facilitator actively utilizing curriculum with numerous clients to support them in achieving educational, vocational, and various personal goals.

Plymouth Regional High School

Plymouth, NH

- *Paraprofessional* 2014-2016
- Worked with students to reinforce learning of materials or skills initially introduced and outlined by teachers while complying with IEP and 504 plans.
- Monitored work, and supervised curriculum-based testing and makeup work
- Provided appropriate amount of support to students to promote a successful and safe learning environment, whether it be educational support or emotional and used positive reinforcement to help guide student behavior.

Vincent M. Haney

EDUCATION

New England College Henniker, NH
MS, Clinical Mental Health Counseling 2019

Eastern Nazarene College Quincy, MA
BA, Sociology 2003

EXPERIENCE

Youth Villages Manchester, NH Nov 2020 - Present

Clinical Supervisor

- Staff Management
- Client Admissions
- Leadership Field Visits
- Safety Planning & Risk Assessment
- Observation and Assessment
- Performance Reviews

Family Intervention Specialist Oct 2019 – Nov 2020

- Treatment Planning
- Collaborative Problem Solving
- Motivational Interviewing
- Safety Planning & Risk Assessment
- Observation and Assessment

Center for Life Management Derry, NH May 2018 – Oct 2019

Engagement & Functional Assessment Specialist / Clinician

- Individual Therapy – Utilizing CBT, DBT, and Solution Focused Modalities
- Group Therapy (Substance Use Treatment & Dialectical Behavior Therapy)
- Client Evaluation, Outpatient Assessments, and Treatment Planning
- ANSA Certification
- Motivational Interviewing
- Evidence Based Practices – IMR and Supported Employment
- Community Based Treatment
- Collaboration and Coordination with other providers

Clinical Intern 2017 – 2018

Adult Community Support Counselor 2016 – 2018

- Functional Support Services
- IMR Specialist
- Client Engagement and Interventions
- Supported Employment

Thrive Outdoors thriveoutdoorsh.com Manchester, NH 2013 – Present

Partner

- Wilderness Survival
- Leadership Skills Training
- Youth Empowerment Programs

Kerry Chouinard, MSW

Education

FEBRUARY 2021 - CURRENT

LISCW (NH) Licensure Supervision - *anticipated LICSW in 2023*

MAY 2018 - AUGUST 2020

University of New England - *Masters of Social Work*

AUGUST 2013 - MAY 2017

University of New Hampshire - *Bachelor of Science in Social Work*

Experience

JUNE 2018 - PRESENT

Youth Villages (Manchester, NH) - *Clinical Supervisor*

- Manage a team of 4-6 Family Intervention Specialists. Oversee the quality of the clinical services provided by Specialists. Support staff to identify and pursue their personal and professional goals both within the agency and outside of Youth Villages.
- Oversee the clinical treatment of 20-25 families, who are receiving intensive in-home services through referral sources of the Division of Children, Youth, and Families (DCYF), the Department of Juvenile Justice Services (DJJS), and Anthem insurance prescribers.
- Provides clinical direction to counselors/specialists based on the treatment model which includes weekly management of the group supervision process by direct case review, oversees the treatment planning process, case management and case progress. Attends consultation and follows up on recommendations.
- Administer assessments including: Risk Trauma Assessment, Psychosocial Assessment, Sexual Health Assessments, UCLA Posttraumatic Stress Reaction Index (for TF-CBT), Personal Experience Inventory (PEI) for the Adolescent Community Reinforcement Approach (A-CRA), C-SSRS Lifetime/Recent and Screeners for Suicidality, and more.
- Review weekly daily session notes, treatment plans, weekly progress notes, and monthly comprehensive treatment summaries completed by staff to ensure quality and compliance with contractual requirements while providing clinical direction and feedback.
- Provide and support with on-call services and crisis management.
- Train newly hired Specialists in learning their job role and responsibilities. Engage all staff in training as needed to support clinical skill development.
- Fulfill the role of a Family Intervention Specialist for assigned cases as needed.
- Engage identified youth in trauma-focused cognitive behavioral therapy (TF-CBT) as assessed and assigned.

JANUARY 2020 - AUGUST 2020

Youth Villages (Woburn, MA) - *LifeSet Specialist Intern (MSW program internship)*

- Conduct and shadow sessions for young adults in the LifeSet program (ages 17-22), who are aging out of state custody or other caring arrangements, to support them in successfully transitioning to independence.
- Support clients in meeting educational goals, finding and maintaining stable housing, learning employment skills and money management skills, accessing insurance and medical/mental health treatment, building and maintaining healthy relationships, sexual health education, safety planning as needed, and meeting personal goals.
- Complete session notes, weekly progress notes, monthly treatment summaries, and treatment plans in accordance with program standards.

- Complete psychosocial assessments, Casey Life Skills Assessments, Sexual Health Assessments, and assess risky behaviors as needed.
- Engage clients in skill building using a number of treatment modalities, including motivational interviewing, solutions focused therapy, and more.

MAY 2017 - JUNE 2018

Youth Villages (Manchester, NH) - Family Intervention Specialist

- Provide individual/family counseling and case management services to children and family in the home.
- Engage clients in skill building using a number of interventions from treatment modalities, including Motivational Interviewing, Solutions Focused Therapy, Collaborative Problem Solving Approach, Cognitive Behavioral Therapy, and more.
- Develop treatment plans and provide therapeutic treatment interventions for assigned caseloads.
- Complete daily session notes, weekly progress notes, and monthly comprehensive treatment summaries in accordance with program and state requirements.
- Conducts family assessments which include collecting information about clients using interview, case history, and observation techniques, and appraisal and assessment methods to develop a psycho-social assessment.
- Develop individual and family safety plans collaboratively with clients that are specific to the identified risk(s) of the client and family members.
- Provide on-call services and crisis management.
- Maintain effective communication, coordination, and collaboration within the family's interdisciplinary team.
- Participates in weekly conferences with consultants concerning case strategies and case progress and in quarterly booster training sessions concerning specialized treatment topics.

SEPTEMBER 2016 - MAY 2017

Families in Transition (Manchester, NH) - Therapeutic Intern (BSW program internship)

- Provide support in a trauma informed, therapeutic preschool with homeless and low income children and assist in securing basic human rights for families.
- Conduct child and family trauma assessments.
- Assess and engage in social emotional development with children and develop social emotional learning activities and tools.
- Engage in therapeutic play with children and provide behavior management and support.
- Collaborate within an interdisciplinary team and complete weekly and monthly progress notes.

JUNE 2014 - JUNE 2017

Easterseals NH (Manchester, NH) - Direct Support Professional

- Support clients with intellectual disabilities and mental illness to assist them in achieving greater independence by facilitating client volunteerism, employment, socialization, recreational activities, transportation, health care, and daily self care.
- Advocate for clients' community acceptance, medical needs, and supervised independence from behavior plans.
- Provide behavioral support for clients through positive relationships, verbal de-escalation and MANDT system training.
- Maintain effective communication within client's interdisciplinary care team and record client progress and behavior according to state, agency, and program documentation.

Additional Experience

AUGUST 2013 - MAY 2018

Northeast Passage, Durham, NH - Assistant Sled Hockey Coach

- Coach children and adolescents possessing physical disabilities.

- Utilize the strength-based approach in developing players' physical strength, skill, and understanding.
- Accommodate and become knowledgeable of player's disabilities through research.
- Manage volunteer responsibilities on and off the ice at practices and train volunteers on equipment fitting and function prior to practices and fundraisers.

Relevant Trainings

- Collaborative Problem Solving (CPS) Approach: 2017-2018
- Adolescent Community Reinforcement Approach (A-CRA): 2018
- Columbia-Suicide Severity Rating Scale (C-SSRS): 2019
- Trauma-Focused Cognitive Behavioral Therapy (TF-CBT): 2020
- CPR and First Aid Certified Annually

Sam Miles



Objective

To obtain a clinical social work license by empowering individuals and families in adapting to the challenges and personal life issues that they encounter in their lives. To build rapport with children and adolescents by teaching them coping skills and promoting self-understanding.

Education

MASTER OF SOCIAL WORK | UNIVERSITY OF KENTUCKY | JUNE 2017 TO MAY 2018

- School Social Work Certificate

BACHELOR OF SOCIAL WORK | UNIVERSITY OF GEORGIA | AUGUST 2013 TO MAY 2017

- Guest Lecturer for Intro to Social Work course

Experience

CLINICAL SUPERVISOR | YOUTH VILLAGES | FEBRUARY 2021 TO PRESENT

- Manages a team of LifeSet Specialists in providing services to young adults in the program.

LIFASET SPECIALIST | YOUTH VILLAGES | JUNE 2020 TO FEBRUARY 2021

- Provided individualized services for young adults twice a week regarding independent living skills.

FAMILY INTERVENTION SPECIALIST | YOUTH VILLAGES | JUNE 2018 TO JUNE 2020

- Provided individualized services for youths and their families three times a week.
- Developed treatment plans and progress notes for youths and their families.
- Assisted with the On Call services provided to youths and their families.
- Being trained in Adolescent Community Reinforcement Approach (ACRA) and trauma informed Cognitive Behavioral Therapy (TF-CBT).

SOCIAL WORK INTERN | LEXINGTON TRADITIONAL MAGNET SCHOOL | AUGUST 2017 TO MAY 2018

- Mentored three 6th grade students in academics, personal growth, and emotional health.
- Performed a psychosocial assessment and collaborated on a treatment plan with an 8th grade student.
- Developed and implemented a peer group on teen anxiety.
- Assisted the school guidance counselor in daily activities such as bullying mediation, parent-teacher conferences, 504 meetings, conflict resolution, and administrative duties.

SOCIAL WORK INTERN | ADVANTAGE BEHAVIORAL HEALTH SYSTEMS | AUGUST 2016 TO MAY 2017

- Facilitated two groups for individuals with severe and persistent mental illness on social skills and relaxation with art.
- Completed intakes for clients interested in obtaining housing through the programs available.
- Assisted in case management appointments and tasks for the housing programs.
- Provided psychoeducation and program details for anyone interested in available programs

Gabriella Desjardins



EDUCATION

Johnson & Wales University- Providence, RI

-BA Criminal Justice- May '17

-MS Criminal Justice- December '18

Sig Sauer Academy- Epping, NH

-Handgun 101, Handgun 102, Handgun 103

National EMS Institute

-EMT-B National Certification – November '17

WORK EXPERIENCE

Candia Woods Golf Links- Candia, NH

Assistant Manager, 2010-2017

Nashua Children's Home- Nashua, NH

Residential Counselor/ Case Management, Feb. 2018- Nov.2018

Department of Children and Families- Chelsea, MA

Ongoing Social Worker, Nov. 2018- Aug. 2019

Youth Villages

Family Intervention Specialist, July 2019- current

LICENSURE

- Licensed Social Worker Associate- expired 2020
- CPI Certified

VOLUNTEER WORK

- Collegiate Volunteer Endeavors
 - Habitat for Humanity
 - Relay For Life
 - Providence, RI Soup Kitchen/ Manchester, NH Soup kitchen
- United Planet Volunteer mission- Costa Rica 2015
 - Worked with Orphans
- Special Olympics Preliminary Ski Instructor

EDUCATION AND CERTIFICATIONS

University of New Hampshire - Durham, NH **August 2015-May 2019**
Bachelor of Arts: Psychology – Minor: Spanish, Human Development and Family Studies **GPA: 3.55**

- Dean's List: Spring 2016, Fall 2016, Fall 2018, Spring 2019

Universidad Pablo de Olavide – Seville, Spain **January 2017 - May 2017**
Semester Abroad Studying Spanish Language and Culture

Cambridge College – Lawrence, MA **October 2019-Present**
Mental Health Counseling Master's Degree

Certifications – American Red Cross Adult, Child, and Baby First Aid/CPR/AED

RELATED COURSEWORK

Abnormal Psychology **August 2016 - December 2016**

- Developed understanding of the causes, diagnoses, and treatments of abnormal behavior

Developmental Perspectives of Adolescents and Early Adulthood **August 2018 – December 2018**

- Analyzed the developmental course of adolescence through early adulthood and factors influencing this developmental period

Counseling **August 2018 – December 2018**

- Compared and contrasted different theories of counseling and their ethical considerations

Rogersian Person-Centered Therapy: Basic Counseling Skills **April 2020 – May 2020**

- Learned techniques and increased confidence with utilizing a client centered therapy approach

CAMPUS & LEADERSHIP ACTIVITIES

Center for International Education and Global Engagement **August 2017 – December 2017**
Global Ambassador

- Advise and assist students interested in studying abroad

ADDITIONAL EXPERIENCE

Dover Children's Home – Dover, NH **June 2018 – December 2018**
Intern

- Regulating daily behavior of children up to age 20 who have been abused, neglected, or have committed delinquent acts
- Working closely with other staff members to provide crisis intervention for all residents

Youth Villages – Manchester, NH **May 2019 – November 2019**
Family Intervention Specialist

- Provide intensive in-home family therapy for up to five families at a time
- Work closely during treatment with collaterals such as schools, community services, and state workers
- Provide crisis-intervention services youth and families
- Complete quality documentation and treatment planning for up to five families

Youth Villages – Manchester, NH **November 2019 –Present**
Clinical Supervisor

- Supervise and guide a team of up to five staff each with caseloads of five to six families
- Assist staff with documentation and treatment planning, and ensure it is completed in a timely and quality manner
- Provide weekly development meetings for each staff member to increase their clinical skills, job knowledge, work-life balance, and confidence as a counselor

Kelsey Rees

Education

Masters of Social Work, 2016, Springfield College, Springfield, MA
Bachelor of Social Work, 2010, University of New Hampshire, Durham, NH

Employment Experience

Clinical Supervisor, Youth Villages, Manchester, NH March 2021- Present

- Provide clinical direction to specialists based on the treatment model, which includes weekly management of group supervision.
- Oversee the treatment planning process, case management, and case progression.
- Attend consultation and follow up on recommendations.
- Provide and coordinate quality training to specialists on program model.
- Review and approve clinical and organizational documentation.
- Assist in the hiring process of new specialists.

Family Intervention Specialist, Youth Villages, Manchester, NH February 2020- February 2021

- Provide intensive in-home therapeutic services to youth and families at risk of out of home placement.
- Develop and coordinate biweekly treatment plans focused on meeting the goals and needs of youth and family.
- Assess the environmental safety concerns within the home, school, and community.
- Coordinate care with community partners, such as DCYF, JPPO, school districts, and/or community mental health centers.
- Thoroughly document all interactions with and related to assigned caseload, to ensure execution of treatment plan objectives.
- Participate as part of a rotational on-call schedule to ensure services are available to clients outside of standard working hours, including nights and weekends.

Clinical Supervisor, Wediko Children's Services, Windsor, NH September 2018- January 2020

- Supervised residential counselors in a milieu setting to ensure follow through with individual treatment plans.
- Created and implemented individual treatment plans for teenage boys with behavioral and emotional disabilities.
- Conducted individual and family therapy to assigned clients.
- Worked in a dedicated fashion to coordinate all areas of treatment of a new client from admission to discharge.
- Communicated as needed to family, school districts, state case workers, and other community team members.

ACT Clinical Case Manager, Greater Nashua Mental Health Center, Nashua NH September 2016-September 2018

- Provided assistance with ADL's, coordination of services with other agencies, and assisting in other life skills.
- Assisted clients with obtaining entitlements.
- Coordinated mental health treatment within the agency and provide medication management to those clients needing assistance.
- Explored community resources in order to educate and refer clients to other assistance and support in the area.
- Developed treatment plans and set goals directly with the client.
- Provided crisis intervention and other therapeutic interventions when needed to clients at high risk.

Residential Instructor, Easter Seals, Manchester, NH: September 2014-September 2016

- Provided direct care to adolescent girls with behavioral and mental health concerns.

- Collaborated with a team to give the best care possible for the youth.
- Worked individually and as a team in crisis situations.
- Supervised activities, groups, and daily routines for adolescents in a residential facility.

Home Visitor, MSPCC, Lawrence, MA: September 2013-August 2014

- Provided home visiting services to first time parents under the age of 21.
- Educated parents on prenatal and child development.
- Advocated for the well-being of child and parent.
- Participated in outreach opportunities and collaborate with outside agencies in the community.

Crisis Intervention Team, Italian Home for Children, Jamaica Plain, MA: February 2012-November 2012

- Responded to children in crisis throughout a residential facility.
- Utilized fun, laughter, and creativity to reduce physical interventions with traumatized children.
- Supervised, supported, and trained staff in the moment of crisis to provide the best treatment for children.
- Used occupational therapy equipment with children diagnosed with behavioral and mental disabilities.

Residential Counselor, Italian Home for Children, Jamaica Plain, MA: August 2010-February 2012

- Provided direct care to children with behavioral and mental health concerns.
- Collaborated with a team to give the best care possible for children.
- Worked individually and as a team in crisis situations.
- Supervised activities, groups, and daily routines for children in residential facility.

Internships

Social Work Intern, Worcester Recovery Center and Hospital, Worcester, MA Sep. 2015-May 2016

- Facilitated discharge planning for patients in a state psychiatric hospital.
- Developed, organized, and implemented individual and group therapeutic, evidence-based interventions.
- Coordinated and facilitated treatment plans with all members of a treatment team, including patient, family members, hospital staff, and community providers.
- Completed comprehensive psychosocial assessments with new admissions.
- Diligently worked to ensure all paperwork is completed within deadlines.

Social Work Intern, Lowell Treatment Center Adult PHP, Lowell, MA: Sep. 2014- May 2015

- Provided group orientated therapies using various evidence-based interventions for patients with mental illness.
- Conducted initial psychosocial assessments.
- Actively identified obstacles to achieve a positive outcome, initiate and implement treatment plans, work with treatment teams, supervisors, and managers to resolve obstacles.
- Coordinated discharge planning with patients, families and outside agencies as necessary.
- Completed insurance utilization reviews for clients admitted to the program.

Social Work Intern, Our House for Girls, Dover, NH: September 2009- May 2010

- Worked directly with adolescent girls at a residential group home.
- Provided counseling to residents on a daily basis as needed.
- Supervised residents going through their daily routines.
- Assisted staff with daily assessments of residents.

YOUTH VILLAGES

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lori Sustek	State Director	\$109,000.00	20%	\$21,800.00
Scott Manheimer	Assistant Director	\$91,400.00	50%	\$45,700.00
Melissa Ocasio	Intercept Program Regional Supervisor	\$79,952.50	100%	\$79,952.50
Carly Branconnier	Lifeset Program Regional Supervisor	\$79,156.00		
Kerry Chouinard	Intercept Clinical Supervisor	\$67,000.00	100%	\$67,000.00
Krystin Corliss	Intercept Clinical Supervisor	\$62,000.00	100%	\$62,000.00
Megan McDonald	Intercept Clinical Supervisor	\$63,482.00	100%	\$63,482.00
Jeremy Sayers	Intercept Clinical Supervisor	\$63,539.00	100%	\$63,539.00
Gabriella Desjardins	Lifeset Clinical Supervisor	\$67,000.00		
Vincent Haney	Intercept Clinical Supervisor	\$67,000.00	100%	\$67,000.00
Samantha Miles	Lifeset Clinical Supervisor	\$67,000.00		
Kelsey Rees	Lifeset Clinical Supervisor	\$67,000.00		