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14

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Interim Commissioner

Joseph E. Ribsam, Jr.
Director

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

May 23, 2023

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** amendment to an existing contract with Youth Villages, Inc. (VC#266910), Memphis, TN for the continued provision of the LifeSet Program to continue to provide supportive services and life skills education for older youth transitioning out of State foster care and into adulthood, by exercising a contract renewal option by increasing the price limitation by $4,809,240 from $2,219,690 to $7,028,930 and extending the completion date from June 30, 2023 to June 30, 2026, effective July 1, 2023 upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 24, 2020, item #13.

Funds are anticipated to be available in State Fiscal Years 2024, 2025, and 2026 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-421010-29580000 HEALTH AN SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD – FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	644-504195	SGFSER SGF SERVICES	42105876	$403,090	$0	$403,090
2022	644-504195	SGFSER SGF SERVICES	42105876	$753,000	$0	$753,000
2023	644-504195	SGFSER SGF SERVICES	42105876	$913,600	$0	$913,600
2024	644-504195	SGFSER SGF SERVICES	42105876	$0	$1,603,080	$1,603,080

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2025	644-504195	SGFSER SGF SERVICES	42105876	$0	$1,603,080	$1,603,080
2026	644-504195	SGFSER SGF SERVICES	42105876	$0	$1,603,080	$1,603,080
			Subtotal	***$2,069,690***	***$4,809,240***	***$6,878,930***

05-95-042-421010-29700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, TEEN INDEPENDENT LIVING

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	502-500891	Payments to Providers	42107003	$50,000	$0	$50,000
2022	502-500891	Payments to Providers	42107003	$50,000	$0	$50,000
2023	502-500891	Payments to Providers	42107003	$50,000	$0	$50,000
			Subtotal	***$150,000***	***$0***	***$150,000***
			Total	**$2,219,690**	**$4,809,240**	**$7,028,930**

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor is uniquely qualified to provide maintenance and support, because the Contractor exclusively provides the LifeSet services model, which is proprietary and was developed and is only provided by the Contractor. These services are highly specialized and tailored for this population.

The purpose of this request is to continue to provide the exclusive LifeSet Program of supportive services for a targeted average group of 72 youth on any given day, ages 17.5 through 22 years. The LifeSet program, which is highly successful in neighboring states, serves older youth transitioning out of State foster care and into adult society through the delivery of one-on-one life skills training administered by select Youth Village's professionals. The Contractor will continue to assess participant's needs, set attainable goals, identify barriers, and design treatment plans. Assigned specialists will take each participating youth out into the community individually and partner with them by providing direct hands-on support and guidance in vital areas, including, academic education; vocational training and certification; housing; money management skills; acquiring and maintaining employment, medical insurance and various community and mainstream supportive services.

Approximately four hundred (400) individuals will be served from July 1, 2023 to June 30, 2026. The Contractor will have a minimum of weekly contact with referred youth for a period of seven (7) to nine (9) months.

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The Department will monitor services by ensuring:

- All youth who receive at least sixty (60) days of service are followed at all post-discharge points, regardless of their status at discharge.
- Thirty percent (30%) to forty percent (40%) of all participants shall respond to survey and follow-up phone calls.
- Seventy-five percent (75%) of all participants will show an increase in their Casey Life Skills Assessment score from intake to discharge.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Paragraph 1.1., of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for three (3) of the three (3) years available.

Should the Governor and Council not authorize this request the Department's ability to continue effectively meet the needs of an expanding, older youth in foster care, population will be severely limited due to a lack of available services. This will likely result in poorer outcomes for youth exiting foster care in the areas of homelessness, unemployment, lack of educational attainment, and an increase in criminal involvement.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the LifeSet Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Youth Villages, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Paragraph 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $7,028,930

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director

4. Modify Exhibit B, Scope of Services, Section 4. Performance Measures, Subsection 4.1., by adding paragraph 4.1.3. to read:

   4.1.3. Seventy-five percent (75%) of all participants will show an increase in their Casey Life Skills Assessment (CLSA) score from intake to discharge.

5. Modify Exhibit B, Scope of Services, Section 4. Performance Measures, by adding Subsection 4.3., to read:

   4.3. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.

6. Modify Exhibit B, Scope of Services, Section 5. Evaluation, Subsection 5.3. to read:

   5.3. The Contractor shall provide youth-level survey results and aggregate CLSA scores to the Department on an annual basis.

7. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. 2.13% Federal funds from the John H. Chafee Foster Care Independence (CHAFEE (ILP) Program under Title IV-E of the Social Security Act, Catalog of Federal Domestic Assistance (CFDA) #93.674, Federal Award Identification Number (FAIN) #2001NHCILP.

      1.2. 97.87% General funds.

8. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment for said services shall be made subject to the following conditions:

      3.1. Based upon the proposal and projected budget submitted to the Contractor, Youth Villages,

Inc., and dated October 10, 2019, the Contractor will receive a per diem rate as follows:

3.2. $27.50 per day, per youth served in Implementation Year one (1);

3.3. $27.50 per day, per youth served in Implementation Year two (2);

3.4. $33.00 per day, per youth served in Implementation Year three (3);

3.5. $61.00 per day, per youth served in Implementation Year four (4);

3.6. $61.00 per day, per youth served in Implementation Year five (5); and

3.7. $61.00 per day, per youth served in Implementation Year six (6).

9. Modify Exhibit C, Payment Terms, Section 9, by adding Subsection 9.1. to read:

9.1. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.1.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.1.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.1.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.1.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.1.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

DS
Contractor Initials PWL
Date 5/23/2023

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023 upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/26/2023
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DFB3C68E438...
Name: Joseph E. Ribsam, Jr.
Title: Director

Youth Villages, Inc.

5/23/2023
Date

DocuSigned by:
Patrick W. Lawler
3C481357CF65448...
Name: Patrick W. Lawler
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
748734844941480...

5/27/2023
Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that YOUTH VILLAGES, INC. is a Tennessee Nonprofit Corporation registered to transact business in New Hampshire on September 24, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 619973

Certificate Number: 0006217949

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2023.

David M. Scanlan
Secretary of State

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 March 31, 2020 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Patrick W. Lawler, Chief Executive Officer (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: 04/24/2023

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2022

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

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

PRODUCER
Kemmons Wilson Insurance Group LLC
8700 W Trail Lake Dr #100
Memphis TN 38125

CONTACT NAME:
PHONE (A/C, No, Ext): 901-346-8808 FAX (A/C, No): 901-346-8860
E-MAIL ADDRESS: mwilliams@kwig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Chubb Indemnity Insurance Company	12777
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Youth Villages, Inc.
3320 Brother Blvd
Memphis TN 38133

YOUTVIL-01

COVERAGES CERTIFICATE NUMBER: 1635386789 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		PHPK2459718	9/1/2022	9/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2459721	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB830864	9/1/2022	9/1/2023	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PHPK2459718	9/1/2022	9/1/2023	1,000,000 Occ.	3,000,000 Agg.
A	Abuse & Molestation			PHPK2459718	9/1/2022	9/1/2023	1,000,000 Occ.	3,000,000 Agg.
B	Cyber Liability			D9824671A	9/1/2022	9/1/2023		5,000,000 Agg

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

See Attached.

CERTIFICATE HOLDER

NH Department of Health and Human Services or
Division for Children, Youth and Family
Bureau of Community and Family Support
129 Pleasant St
Concord NH 033013857
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: YOUTVIL-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

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

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 #P00100067303302
Limit: $2,000,000 excess of $2,000,000 General Liability
Effective: 09/01/2022 - 09/01/2023

Capitol Specialty Insurance Corporation
Policy #HS2021257502
Limit: $3,000,000 excess of $4,000,000 General Liability
Effective: 09/01/2022 - 09/01/2023

General Star Indemnity Company
Policy #IXG670273B
Limit: $4,000,000 excess of $2,000,000 Automobile Liability
Effective: 09/01/2022 - 09/01/2023

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.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/7/2022

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

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

PRODUCER
Lipscomb & Pitts Insurance, LLC
2670 Union Ave. Ext. Suite 100
Memphis TN 38112

CONTACT NAME:
PHONE (A/C, No, Ext): 901-321-1000 FAX (A/C, No):
E-MAIL ADDRESS: jessicaw@lpinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Pennsylvania Manufacturers' Assoc Insurance	12262
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Youth Villages Inc.
3320 Brother Blvd.
Memphis TN 38133

YOUTHVILL

COVERAGES CERTIFICATE NUMBER: 1455944952 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			202275 9841354	9/15/2022	9/15/2023	X PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NH Department of Health and Human Services or
Division for Children, Youth and Families
Bureau of Community and Family Supports
Attn: Contract Department
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Youth VILLAGES®

The force for families

Mission & Values

Youth Villages' mission and values are more than words on paper for us. They are what we live by as an organization and as individuals. We ask that all of our employees, teacher counselors to directors, incorporate these into their working belief systems. As you read through our mission and values you will see examples of what they mean to us. We ask that you evaluate yourself as you review each concept to determine how you can begin to integrate each into your daily work, as well as, how you see each actually playing out on a daily basis for you.

Our Mission

Youth Villages helps children and families live successfully.

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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 we 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.

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YOUTH VILLAGES, INC. AND AFFILIATES

SINGLE AUDIT REPORT

June 30, 2022

WATKINS UIBERALL
Certified Public Accountants
Independent Member of BKR International

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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

Opinion on Each Major Federal Program

We have audited Youth Villages, Inc. and Affiliates' compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the Organization's major federal programs for the year ended June 30, 2022. Youth Villages, Inc. and Affiliates' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Youth Villages, Inc. and Affiliates 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, 2022.

Basis for Opinion on Each Major Federal Program

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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Youth Villages, Inc. and Affiliates and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Youth Villages, Inc. and Affiliates' compliance with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Youth Villages, Inc. and Affiliates' federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Youth Villages, Inc. and Affiliates' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Youth Villages, Inc. and Affiliates' compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Youth Villages, Inc. and Affiliates' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Youth Villages, Inc. and Affiliates' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 Youth Villages, Inc. and Affiliates' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all

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deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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.

Report on Schedules of Expenditures of Federal Awards and State Contracts Required by the Uniform Guidance and Tennessee Comptroller of the Treasury *Audit Manual*

We have audited the financial statements of Youth Villages, Inc. and Affiliates as of and for the year ended June 30, 2022, and have issued our report thereon dated November 22, 2022, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards and schedule of state contracts are presented for purposes of additional analysis as required by the Uniform Guidance and the Tennessee Comptroller of the Treasury *Audit Manual* and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and schedule of state audit contracts are fairly stated in all material respects in relation to the financial statements as a whole.

Watkins Uiburall, PLLC

Memphis, Tennessee
December 13, 2022

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2022

Federal Assistance Listing Number	Grantor Number	Program Name	Grantor/Pass-through Agency	Qualifying Expenditures
U.S. Department of Agriculture				
	Child Nutrition Cluster			
	Pass-Through Programs From :			
10.553/10.555	N/A	Nat'l Sch Lunch/Brkfst Prog	TN Dept of Agriculture	$ 1,080,571
10.553/10.555	900686	Nat'l Sch Lunch/Brkfst Prog	GA Dept of Agriculture	239,566
	Total Child Nutrition Cluster and U.S. Department of Agriculture			1,320,137
U.S. Department of Justice				
	Pass-Through Programs From :			
16.575	VA-2021-80|SG-1243-R4	Victims of Crime Act	MS State Dept of Health, Office Against Interpersonal Violence	353,579
U.S. Corporation for National and Community Service				
	Pass-Through Programs From :			
94.006	20AFHGA001	AmeriCorps	GA Dept of Community Affairs	123,140
94.006	17AFHGA0010016	AmeriCorps	GA Dept of Community Affairs	26,395
	Total Federal 94.006 and U.S. Corporation for National and Community Service			149,535
U.S. Department of Health and Human Services				
	Pass-Through Programs From :			
93.243	00039704/00041350	Substance Abuse & Mental Health - Asheville, NC	North Carolina DHHS	108,934
93.092	N/A	Tennessee Wyman's Teen Outreach Program	TN Dept of Children's Services	21,400
93.556	6013728/6020989	Preservation	MS Dept of Human Services	1,115,709
93.556	6013743/6020988	Reunification	MS Dept of Human Services	518,691
93.556	RYVFP1	Promoting Safe and Stable Families	Heartland for Children	375,375
	Total Federal 93.556			2,009,775

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, 2022

Federal Assistance Listing Number	Grantor Number	Program Name	Grantor/Pass-through Agency	Qualifying Expenditures
93.658	52526	YVLifeSet, EFC Case Management or Combination of Both	TN Dept of Children's Services	$ 1,339,780
93.658	437007-G22-0001975-000-01	Residential Treatment	Wisconsin Department of Children and Families	102,380
93.658	437007-G22-0001879-000-01	Residential Treatment	Wisconsin Department of Children and Families	149,015
93.658	437007-G22-0001859-000-01	Residential Treatment	Wisconsin Department of Children and Families	212,975
93.658	437007-G21-0001760-000-01	Residential Treatment	Wisconsin Department of Children and Families	188,560
93.658	437007-G21-0001710-000-01	Residential Treatment	Wisconsin Department of Children and Families	137,860
93.658	437007-G21-0001702-000-01	Residential Treatment	Wisconsin Department of Children and Families	219,110
93.658	437007-G21-0001693-000-01	Residential Treatment	Wisconsin Department of Children and Families	12,915
	Total Federal 93.658			2,362,595
93.674	05-95-042-421010-29580000	John H. Chafee Foster Care Program for Successful Transition to Adulthood	NH Department of Health and Human Services (DHHS)	40,297
93.674	30758	Pandemic Aid for Young Adults	State of Tennessee, Department of Children's Services	1,137,942
	Total Federal 93.674			1,178,239
93.958	MHCMHSCRISCOV19	COVID19 Relief MHBG Mobile Crisis	State of TN, Dept of Mental Health and Substance Abuse	126,566
93.958	44100-026-0000177721	GA Department of Behavioral Health & Development Disabilities	GA DBHDD	37,688
	Total Federal 93.958			164,254
	Direct Funding			
93.498	N/A	COVID-19 CARES Act Provider Relief Fund	U.S. Dept of Health and Human Services	3,822,123
	Total U.S. Department of Health and Human Services			9,667,320
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 11,490,571

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

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NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") 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 and nonprofit organizations 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 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, 2022.

NOTE 5 – AWARDS THROUGH THE PROVIDER RELIEF FUND

The Organization received approximately $3.8 million in funds under the Provider Relief Program (PRF) in August 2020, and the funds were fully expended during the year ended June 30, 2021. The Health Resources and Services Administration (HRSA) has established a special reporting system to track this federal program, but the system was not yet implemented for the time period in which the funds were received. HRSA requires that expenditures be reported on the Schedule in the same reporting period they are reported through the PRF portal. As a result, the Organization expended $3.8 million which was not reported on the Schedule for the year ended June 30, 2021, but is reported on the Schedule for the year ended June 30, 2022.

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YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS

For the Year Ended June 30, 2022

Contract Number	State Program Name	State Agency	Contract Revenue
Alabama			
5012	Intensive In-Home Services (IIHS)	AL Dept. of Human Resources	$ 1,628,913
FY2021-2022	MST Services	Lee County Juvenile Court - AL (from AL Dept of Youth Services)	565,236
FY2021-2022	Lifeset and Intercept Services	AL Department of Youth Services	393,263
Arkansas			
4600043780	Professional Consultant Services - Intercept	State of Arkansas Division of Children and Family Services	2,488,416
N/A	Lifeset Services	State of Arkansas DHS - DJJ	79,856
Colorado			
N/A	Education Services	Arapahoe Co DHS (EDU)	38,975
N/A	Education Services	Boulder CO DHHS EDU	34,193
300811	Residential Treatment Services	Boulder County Department of Housing and Human Services	231,550
N/A	Residential Treatment Services	Jefferson County CO	48,100
N/A	Education Services	Jefferson County Public Schools	22,692
N/A	Education Services	Littleton Public School CO	32,498
Delaware			
PBH(YV-PRTF)18-14976	PRTF services with ancillary Education services	Department of Services for Children, Youth and Their Families	84,000
Florida			
RYVFP1	CBC-Purchase Therapeutic Svcs for Children	Heartland for Children	520,884
Georgia			
N/A	Residential Treatment Centers Grant - 161	Georgia Department of Education	460,070
N/A	Quality Basic Education	Georgia Department of Education	565,163
N/A	ESSER II Reserve	Georgia Department of Education	10,051
N/A	ESSER I Bonus for School Based Staff	Georgia Department of Education	44,638
42700 – 040 – 0000103913	Intercept program	GA DHR DFCS	1,417,698
42700 – 040 – 0000103913	Residential Services for Children	DHR-DFCS - RTC/RBWO	1,079,594
N/A	Residential Services for Children	GA Multi-Agency Alliance for Children - MAAC	24,000

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, 2022

Contract Number	State Program Name	State Agency	Contract Revenue
Hawaii			
N/A	Residential Services for Children	HI Hawaii Department of Edu Sch District	$ 28,934
Illinois			
4161508012	Institution Out of State - Fixed Rate agreement	IL DCFS	1,854,915
Indiana			
34967	Child Welfare Service Provider Professional Services Contract Intercept	IN Department of Child Services	4,087,543
42556	Family Preservation Services	IN Department of Child Services	2,331,300
Kentucky			
PON2 736 2000002738	LifeSet Program	Commonwealth of Kentucky, DCBS	1,110,800
PON2 736 2000002738	Intercept Start up funding	Commonwealth of Kentucky, DCBS	100,000
Louisiana			
2000571411	Social Services - Intercept Program	Louisiana Department of Children and Family Services	696,634
Massachusetts			
CT INTF00000000922FNSS0	Family Network Support and Stabilization	Massachusetts DCF	17,276,591
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Central	507,570
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Metro Boston	134,671
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Northeast	361,399
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Southeast	1,876,426
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Western	198,258
DYSM036MSA1013092020	Intercept and LifeSet Services	Massachusetts Department of Youth Services	138,836
N/A	MA Recovery Workforce Incentive	Commonwealth of Massachusetts	1,979,238
Maine			
10A 20210408000000002698	Residential Treatment Educational Services	Maine Department of Health and Human Services	199,884
20210520*3337	Education Services	Maine Department of Education	107,009
Michigan			
MA220000000169	Treatment Foster Care Out of State	Michigan DHHS	67,200
Minnesota			
N/A	Residential Treatment Services	MN Olmsted County Health, Housing and Human Services	188,100

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, 2022

Contract Number	State Program Name	State Agency	Contract Revenue
Mississippi			
6013728/6020989	In Circle - Preservation	MS Children Protective Services	$ 371,903
6013743/6020988	In Circle - Reunification	MS Children Protective Services	172,897
N/A	Education Services	Mississippi Department of Education	872,608
North Carolina			
30049, 30050, 33077, 33078, 33073, 33074, 33075, 33076	Wrap Around Services/Community Connections	DPS/JCPC	251,180
31432	MST Services	DPS/JCPC - Greensboro, NC/Davidson County	43,185
N/A	Single Point Assessment Services	Vaya Health - Assessments	417,933
N/A	MST Services	Vaya Health - JJSAMHP	82,500
N/A	HiFI Wrap	Vaya Health System of Care	316,287
Allocation 22-V-43	Substance Abuse & Mental Health - Asheville, NC	Vaya	110,929
10013-002-FY22	Tiered Care Coordination	Trillium	222,919
Allocation 22-A-09	High Fidelity Wrap-around	Alliance LEAD	53,561
FED22-14-0001	FAY HIFI WRAP	Alliance FAY/Cumberland	51,219
00042416	YV LifeSet	NC DSS	2,584,199
N/A	NC SOC Expansion Grant	Partners BHM	22,755
Nebraska			
ORG ID#65055546	PRTF, Specialized Care	NE DHHS, Division of Children and Family Services	51,211
N/A	Education Services	Nebraska Department of Education	26,064
N/A	Education Services	St Francis Nebraska	265,224
New Hampshire			
N/A	Intercept Services	Dover School District/SAU #11	73,436
SS-2020>DCYF-16'LIFBS	Independent Living	DCYF - DJJ|CPS	1,006,298
05-95-042-421010-29580000	SGFSER SGF Services - LifeSet Program	NH Department of Health and Human Services (DHHS)	555,815
N/A	LifeSet Services	NH DHHS-DCYF Southern District Office (SCA)	18,498
Nevada			
N/A	Family Foster Care Resource	NV Clark County Department of Family Services	27,000

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YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (Continued)

For the Year Ended June 30, 2022

Contract Number	State Program Name	State Agency	Contract Revenue
Ohio			
N/A	Franklin County Children Services Intercept Program	Franklin County Children Services	$ 1,970,833
N/A	Educational Services	Alexander School District OH	16,229
N/A	Licking County DJFS, Comprehensive Evaluation Program	Licking County Department of Job & Family Service	100,377
FCFC-6-2022	Ed Service Center of Central OH, Promoting Safe and Stable Families	Franklin County Family and Children First Council	53,444
N/A	Educational Services	Cincinnati Public Schools	13,965
N/A	Educational Services	Columbus City Schools	141,972
N/A	Educational Services	Dayton Public Schools	40,007
N/A	Educational Services	Evergreen Local School District OH	9,687
N/A	Educational Services	Fairfield City School District	8,632
N/A	Educational Services	Groveport Madison Local Schools	13,372
N/A	Educational Services	Huber Heights City Schools	30,638
N/A	Educational Services	Mansfield City Schools	10,156
N/A	Educational Services	Middletown School District	17,773
N/A	Specialized Care Services	Morrow County Family and Children First Council	18,952
N/A	Educational Services	New Lebanon Local Schools	31,415
N/A	Specialized Care Services	Delaware Co Fam & Children First Council DCFCFC OH	29,440
N/A	Intercept Services	OH Sandusky Co Dept of Job and Family Svcs	5,941
N/A	Educational Services	Pickering School District	13,839
N/A	Educational Services	Toledo Public Schools	61,868
N/A	Educational Services	West Clermont Local School District	10,938
N/A	Educational Services	Westerville City Schools	12,187
N/A	Educational Services	Winton Woods City Schools OH	9,479
N/A	Educational Services	Wooster City Schools	31,315
N/A	Educational Services	Zanesville School District	20,820
N/A	Start up funding	CareSource OH	500,000
Oklahoma			
19010757	OK-Oklahoma City Child Welfare - Intercept	OK Department of Human Services	1,624,131
21000619	OK-Tulsa Child Welfare - Intercept	OK Department of Human Services	1,545,045
N/A	Residential Treatment Services	OK Health Care Authority	914,980
45100096	State of Oklahoma - Residential Services	OK Department of Human Services	35,650

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

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YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (Continued)

For the Year Ended June 30, 2022

Contract Number	State Program Name	State Agency	Contract Revenue
Oregon			
170448	State of Oregon Professional Services Contract-Intercept services	OR Health Authority DHS	$ 796,325
171048	Independent Living/Lifeset Services	Oregon Department of Human Services - Washington Co	521,435
171050	Independent Living/Lifeset Services	Oregon Department of Human Services - Clackamas Co	722,352
2022-146|2022-015|2021-250	Crisis and Transition Services	Deschutes County Department of Community Justice	368,854
N/A	Start up funding	CareOregon	99,970
N/A	OR OHA Workforce Stability	OR Health Authority	581,844
Pennsylvania			
N/A	Residential Treatment Services	Philadelphia Community Behavioral health	15,600
South Carolina			
Multiple	Psychiatric Residential Treatment Facility	SC Department of Social Services	209,770
N/A	Residential Treatment Services	SC Lexington School District Two	95,550
Multiple	Psychiatric Residential Treatment Facility	SC Select Health of South Carolina	186,080
N/A	Residential Treatment Services	SC Department of Health and Human Svcs	74,750
Tennessee			
2-942703-00	Title 1 - Nashville Metropolitan Area	Metropolitan Board of Public Education	2,947
N/A	Title 1 - Bartlett City Schools	Bartlett City Schools	21,608
PBC01752	Continuum Contract	TN Department of Children's Services	46,555,370
RFS3591005876	Foster Care, Title IV-E Unique Care Contract Services	TN Department of Children's Services	25,760,068
62755	Crisis Services Continuum	TN Department of Mental Health and Substance Abuse Services	876,178
SPED01744	Special Education - Nicholas Hobbs Academy / Morris Wilson	TN Department of Children's Services	94,141
52526	YVLifeSet, EFC case management or combination of both	TN Department of Children's Services	1,250,669
35910-02953	Intercept-Intensive In-home Services	TN Department of Children's Services	11,496,042
35910-03714	Performance based Intensive In-Home Services	TN Department of Children's Services	2,311,020
35910-02544	Statewide Juvenile Justice (Intensive In-Home Services)	TN Department of Children's Services	5,705,387
70393	Juvenile Justice Reform Local Diversion Grant - Thrive	TN Department of Mental Health and Substance Abuse Services	1,230,262
DGA 73352 _2021-2022_007	Tennessee Resiliency Project	TN Department of Mental Health and Substance Abuse Services	61,921
N/A	Short-term, individual counseling services	TN Bridges USA	50,000
N/A	Individual, group and in-home services	TN Collegiate School of Memphis	8,455
N/A	Individual, group and in-home services	TN Green Dot Public Schools	5,417
N/A	Individual, group and in-home services	TN Libertas School of Memphis	35,000

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

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YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (Continued)

For the Year Ended June 30, 2022

Contract Number	State Program Name	State Agency	Contract Revenue
Virginia			
N/A	Residential Treatment Services	Fairfax-Falls Church Community Policy and Management Team	$ 29,900
N/A	Residential Treatment Services	County of Henrico, Virginia	406,600
C-3020-YOVI	Residential Treatment Services	County of Loudoun, Virginia	4,600
FY2022-2023	Residential Treatment Services	VA Chesterfield County/City of Colonial Heights	52,250
Washington			
2112-21288, 2012-98207,2112-15887	Out of State Intensive/Residential Services Child Specific	WA Department of Children, Youth and Families	268,368
2212-40267	Out of State Intensive/Residential Services Child Specific	WA Department of Children, Youth and Families	6,705
Wisconsin			
2022-45	Residential Care	Barron County DHHS	85,500
N/A	Residential Care	Brown County HHS	73,450
N/A	Residential Care	Chippewa County DHS	215,566
84324	Residential Care	Dane County, DHS	1,004,460
922 | 603	Residential Care	Dodge County HS&HD	215,215
205716-1803-00 | 205716-2103-00	Residential Care	LaCrosse County, DHS	25,710
CYFS FFS22 904	Residential Care	Milwaukee County DHHS	82,450
21-315	Residential Care	Monroe County, DHS	3,465
44-21-138 | 44-22-138	Residential Care	Outagamie County, DHHS	283,040
22-40 | 21-55	Residential Care	Pierce Co Department of Human Services WI	151,890
HSD_2022_0150	Residential Care	Rock County Human Services Department	243,575
22P-66	Residential Care	Sauk County Department of Human Services	230,810
N/A	Residential Care	Washington County, Human Services Department	326,565
N/A	Residential Care	Waukesha Co WI DHS	166,850
2021-44384|2022-44384	Residential Care	Waupaca County, DHHS	131,045
West Virginia			
22*437	Educational Services	West Virginia Department of Education	5,295
N/A	Residential Treatment Services	West Virginia DHHR BCF	168,800
TOTAL STATE CONTRACT REVENUE			$ 161,224,928

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

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YOUTH VILLAGES, INC. AND AFFILIATES

NOTES TO SCHEDULE OF STATE CONTRACTS

For the Year Ended June 30, 2022

NOTE 1 – STATE CONTRACTS

In addition to the federal awards reported on the Schedule of Expenditures of Federal Awards, Youth Villages, Inc. and Affiliates 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 Youth Villages, Inc. and Affiliates' state contract revenue for the fiscal year ended June 30, 2022, under such agreements. Because the Schedule of State Contracts 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.

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WATKINS UIBERALL
Certified Public Accountants
Independent Member of BKR International

Watkins Uiberall, PLLC

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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 (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated November 22, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Youth Villages, Inc. and Affiliates' internal control over financial reporting (internal control) as a basis for designing 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 Youth Villages, Inc. and Affiliates' internal control. Accordingly, we do not express an opinion on the effectiveness of Youth Villages, Inc. and Affiliates' 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 or significant deficiencies may exist that were not identified.

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Report on Compliance and Other Matters

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

Purpose of this Report

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

Watkins Uiberall, PLLC

Memphis, Tennessee
November 22, 2022

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YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended June 30, 2022

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion whether the consolidated financial statements of Youth Villages, Inc. and Affiliates were prepared in accordance with generally accepted accounting principles.

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, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies or material weaknesses relating to the audit of each major federal award program 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 each major federal award program for Youth Villages, Inc. and Affiliates expresses an unmodified opinion.

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 major programs were:

   U.S. Department of Health and Human Services, Federal Assistance Listing number 93.498.
   U.S. Department of Health and Human Services, Federal Assistance Listing number 93.674

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

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YOUTH VILLAGES, INC. AND AFFILIATES

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

For the Year Ended June 30, 2022

FINDINGS – FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

None

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Youth VILLAGES®

The force for families

Board of Directors

Mr. Mark Allen
Executive Vice President, General Counsel
and Secretary
FedEx Corporation
[redacted]

Member since 2018
Board Vice Chairman

Ms. Jes Averhart
CEO
Jes & Co.
[redacted]

Member since 2021

Mr. Mike Bruns
Owner, Bruns Holdings
[redacted]

Member since 1994/2014
Board Chairman/Chair Emeritus

Mr. Fredrick Burns
Owner, RuniT and Phramebooth
[redacted]

Member since 2020

Ms. Jennifer Bush
Cummins, Inc.
Southern Plains LLC, President
[redacted]

Member since 2016

Ms. Amy Crate
[redacted]

Member since 2021

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

Member since 2015
Board Secretary

Ms. Candace Steele Flippin
Chief Communications Officer
Acuity Brands, Inc.
[redacted]

Member since 2019

Revised: June, 2022

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Youth VILLAGES®

The force for families

Board of Directors

Mr. James D. Lackie, President
River Street Management Company
[redacted]

Member since 2005/2015

Mr. Gerald Laurain
Senior VP First TN Advisors and Chief Investment Officer of FTB Wealth Management
[redacted]

Member since 2017
Board Treasurer

Mr. Johnny Pitts, Managing Partner
Lipscomb & Pitts Insurance
[redacted]

Member since 2016

Ms. Elizabeth Rose
Caiola & Rose, LLC
[redacted]

Member since 2017

Mr. Gary Shorb
Executive Director
The Urban Child Institute
[redacted]

Member since 2018

Rev. Rufus Smith
Pastor
Hope Church
[redacted]

Member since 2021

Mr. Matt Tarkenton
Executive Vice President
Tarkenton Financial
[redacted]

Member since 2019

Mr. David Tyler
Principal
Grant Thornton LLP
[redacted]

Member since 2019

Revised: June, 2022

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Youth VILLAGES®
The force for families

Board of Directors

Mr. Darryl 'Chip' Wade
President
Union Square Hospitality Group
[redacted]

Member since 2014

Ms. Monica Wharton
Executive Vice President &
Chief Administrative Officer
Methodist Le Bonheur Healthcare
[redacted]

Member since 2021

Revised: June, 2022

Matt Stone

[redacted]

EXPERIENCE

Youth Villages, Executive Director

JUNE 2006-PRESENT

- Responsible for the initial and ongoing expansion of Youth Villages in Massachusetts and New Hampshire, building an organization with an operating budget of nearly $35 million
- Oversee more than 320 staff providing evidence-based, intensive in-home and community services to more than 2,500 young people and families per year
- Lead newly developed program, Intercept for Emergency Diversion, designed to address spiking youth mental health needs and alleviate the pediatric boarding crisis in MA hospitals
- Grew program from one hospital in southeast MA in 2021 to 22 hospitals serving the entire state in 2022
- Responsible for providing over $3 million per year in philanthropically funded services to Massachusetts EHS agencies to help the Commonwealth meet the needs of vulnerable young people and families.
- Leader in collaboration and advocacy with the Massachusetts Executive Office of Health and Human Services and the provider community to increase in-home and community-based prevention services for at-risk youth and families, and young adults aging out of the foster care system.

AWARDS & HONORS

Spring Celebration Honoree 2022 – Youth Villages

Top 40 Under Forty Class of 2011 - Boston Business Journal

Teacher-Counselor of The Year 2003 – Youth Villages

EDUCATION

University of Tennessee, Memphis, TN- *Masters of Science in Social Work*- 2006

University of Memphis, Memphis TN- *Bachelor of Arts, Psychology*- 1998

ADDITIONAL SERVICE IN NEW ENGLAND

- Children's League of Massachusetts (CLM)
  - Co-Chair of Transition Age Youth Coalition- focused on addressing the needs of young adults aging out of the Massachusetts system of care
  - CLM Board Chair from 2016-2018
- Association of Behavioral Healthcare Providers
  - Member of Board of Directors
- Massachusetts & New Hampshire State Officials
  - Liaison with state officials to strengthen programing and ensure program adherence to state and federal audit standards

Lori Sustek, MSW

[redacted]

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

- 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

- 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

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

Scott Manheimer

[redacted]

WORK EXPERIENCE

Youth Villages
Regional Director

- Responsible for management and clinical aspects of in-home programs
- Works with internal and external customers to ensure that needs of both staff and young adults/families in the programs are adequately met.
- Sees that the programs remain financially sound by participating in the marketing of the program, by managing caseloads and by keeping expenditures within the budget.
- Develops and implements policies and procedures for management and clinical aspects of the program.
- Recruits, hires, terminates and evaluates staff for all programs
- Responsible for oversight of placement department

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 **Woburn, MA**
Clinical Supervisor 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 **Woburn, MA**
Senior Family Intervention Specialist 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 **Beverly, MA**
1:1 Teacher/Case Manager 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 **Dracut, MA**
ABA (Applied Behavior Analysis) Counselor 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

[redacted]

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)

Vincent M. Haney

EDUCATION

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

Eastern Nazarene College Quincy, MA
BA, Sociology 2009

EXPERIENCE

Youth Villages

Regional Supervisor Manchester, NH Nov 2020 - Present

- 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 80

Clinical Supervisor Manchester/Plymouth, NH Dec 2023 - Present

- 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

Engagement & Functional Assessment Specialist / Clinician May 2018 – Oct 2019

- 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 – Serving various populations
- Collaboration and Coordination with other providers

Clinical Intern – Individual Therapy 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

PROFESSIONAL EXPERIENCE

Management Skill Set:

- Manage and evaluate staff of 35+ Personnel
- Operate and Organize Daily Functions
- Work directly with Clients & Vendors
- Guest Relations/Service Recovery/Problem Resolution
- Create/Maintain a Budget and make purchases accordingly
- Quality Assurance
- Policy Creation/Implementation
- Employee Engagement/Staff Morale
- Human Resource Responsibilities/Payroll Responsibility
- Marketing and Client Engagement
- Manager-On-Duty Responsibility

Concord Coalition to End Homelessness Concord, NH 2016, 2017
Shelter Manager

Radisson Hotel AFP Management Corp Nashua, NH 09/2013 – 05/2015
Director of Operations

Aramark: UMass Lowell Inn & Conference Center Lowell, MA 2009-2013
Property Manager

Radisson Hotel Nashua, NH 2008 - 2009
Housekeeping Manager

Marriott International Multiple Locations 2002 - 2007

VOLUNTEER WORK

Journey Church Derry, NH

Church Board Member 2007-Present

Church Trustee 2007-Present

Manchester Homeless Resource Center Manchester, NH

Concord Homeless Resource Center Concord, NH

SAMANTHA MILES

[redacted]

EXPERIENCE

FEBRUARY 2021 – PRESENT
CLINICAL SUPERVISOR, YOUTH VILLAGES
Responsible for overseeing a team of four to five specialist in the LifeSet and Intercept programs through Youth Villages.

JUNE 2020 – FEBRUARY 2021
LIFESET SPECIALIST, YOUTH VILLAGES
Carried a case load of 8 to 10 young adults between 17.5 and 23 to build independent living skills.

JUNE 2018 – JUNE 2020
INTERCEPT SPECIALIST, YOUTH VILLAGES
Carried a case load of 5 families to work on building skills to help children remain with their families and in their communities.

EDUCATION

MAY 2018
MASTER OF SOCIAL WORK, UNIVERSITY OF KENTUCKY

MAY 2017
BACHELOR OF SOCIAL WORK, UNIVERSITY OF GEORGIA

Gabriella Desjardins

[redacted]

SUMMARY:

Current Youth Villages employee, Masters of Criminal Justice graduate, and current graduate student in a CACREP-accredited MA in Clinical Mental Health Counseling program with a passion for supporting young adults seeks additional ways to educate others to make a difference in the field

EDUCATION:

Master of Arts in Clinical Mental Health Counseling, December 2024
Southern New Hampshire University, GPA 4.0

Master of Science in Criminal Justice, December 2018
Johnson & Wales University

SKILLS:

- Educate, train, and lead a team of specialist who provide clinical case management to vulnerable young adults referred by the state of NH
- Employ culturally sensitive counseling strategies related to human development to promote wellness
- Determine ethical standards and legal considerations as they relate to client case conceptualization
- Discern traumatic events that require intervention and prevention strategies based on presenting symptoms
- Analyze physical, cognitive, and systemic development across the lifespan for their effect on human development

CERTIFICATIONS:

- Emergency Medical Technician EMT-B National Certification, National EMS Institute, November 2017
- Crisis Prevention Institute (CPI), February 2022

WORK EXPERIENCE

Clinical Supervisor- Lifeset Program / Youth Villages: June 2020 - Current

- Supervise a team of specialists to provide in-depth, comprehensive, and collaborative treatment to young adults 17-23 whom have aged out of the state system.
- Provide treatment to young adults 17-23 whom have aged out of the system to help improve their mental health, independent living skills, and overall wellness.

Family Intervention Specialist / Youth Villages: July 2019 - June 2020

- Maintained a caseload of youth aged birth-17 working to decrease their likelihood of out of home placement through clinical interventions.
- Provided psychoeducation to caregivers and families to increase their ability to maintain healthy and safe lives.

Ongoing Social Worker / Department of Children and Families: November 2018 - August 2019

- Provided case management to families who have been entered into the DCF system thru a report of abuse or neglect and increased the supports and resources available to these families.

Residential Counselor / Case Manager / Nashua Children's Home: February 2018 - November 2018

- Facilitated the day to day lives of adolescent girls who were placed in the Nashua Children's Home group home.
- Supported designated youth during times of struggle and aided them in overcoming barriers to maintain safety.

VOLUNTEER WORK:

- United Planet Volunteer Mission to work with orphans in Costa Rica in 2015
- Special Olympics Preliminary Ski Instructor
- Collegiate Volunteer Endeavors: Habitat for Humanity, Relay for Life, Providence, RI Soup Kitchen, Manchester, NH Soup Kitchen

Carlie K Carson

[redacted]

EDUCATION

Plymouth State University Plymouth , New Hampshire United States 2015 - 2019
Bachelors in Youth Development and Education, GPA: 3.7

Capella University Minneapolis, Minnesota United States
Masters in Social Work, GPA: 4.0 2019-Present

OBJECTIVE

To apply my abilities in a field that promotes developmentally appropriate interventions for children and adolescents. Collaborate with others to implement services and strategies for children and families.

TRAINING

NEA Spring Instructional Conference, New Hampshire

- Motivating and Engaging Young Readers (PK-2)
- Grow Your Classroom (K-8)
- Asanas for Autism Certification

CERTIFICATIONS

- Afterschool Professional Certificate
- First Aid Certified
- CPR Certified
- Crisis Prevention/Intervention CPI

AFFILIATIONS

National Teachers Association

WORK EXPERIENCE

Barnstead Adventure Zone, Barnstead, NEW HAMPSHIRE United States 08/2016 - 07/2017
Skills Development Leader
Duties include: Academic and homework support, fitness and wellness activities, foster the academic development of youth both physically and socially, facilitate skills development/enrichment programs

Holderness After-school Caring and Enrichment Program , 11/2017 - 07/2018
Holderness, NEW HAMPSHIRE United States
Site Director
Duties include: Program planning, paperwork and sourcing materials for snack and activities. Support the development and administration of enrichment activities.

Patrick's Pub and Eatery, Gilford, NEW HAMPSHIRE United States 05/2014-/Present
Server/Bartender (pick up shifts when needed)
Duties include: Customer service, organization; multitasking; time management

C.O.R.E Vocational Services , Gilford, NEW HAMPSHIRE United States 03/2018 – 11/15/2019
Behaviorist
Duties include: Support and achieve a higher level of independence; creating a trusting, structured, safe environment for those to develop skills in working towards emotional/behavioral challenges. Extensive training in sensory approaches that helps address feedback that the students need.

Youth Villages, Manchester, NEW HAMPSHIRE United States 12/19/2019- August 2022
Family Intercept Specialist
Duties include: Supporting youth that are at high-risk of removal from their families. Specializing in diverting youth from out of home placement. Providing intensive home- based therapy to families.

Youth Villages, Plymouth, NEW HAMPSHIRE United States August 2022- Present
Clinical Supervisor
Duties include: Coordination, evaluation, supervisory responsibilities, oversee staff, conceputilization, treatment planning, training etc.

SKILLS

- Problem Solving
- Establish positive relationships with clients, families, and collaterals
- Oversees safety of children
- Multitask in a busy environment
- People/Customer service skills
- Manage child's behavior
- Plan and facilitate children activities
- Support with managing crisis
- Nurtured Heart Approach
- Collaborative and Proactive Solutions Reduce chances Anxiety and Depression
- Appreciate Inquiry and Video Self Modeling Program
- Life Crisis Mandt
- Time management

REFERENCES

Kali Mckenna

Director, Ready Set Connect

[redacted]

Kerry Chouinard
Licensed Program Expert

[redacted]

YOUTH VILLAGES (LifeSet)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Matthew Stone	Executive Director	$223,735.86	6%	$13,424.15
Lori Sustek	State Director	$159,650.00	6%	$9,579.00
Scott Manheimer	Regional Director	$119,116.26	14%	$16,676.27
Carly Branconnier	Regional Supervisor	$96,613.92	33%	$31,882.59
Vincent Haney	Regional Supervisor	$92,000.00	33%	$30,360.00
Samantha Miles	Clinical Supervisor	$83,820.00	33%	$27,660.60
Gabriella Desjardins	Clinical Supervisor	$86,822.52	100%	$86,822.52
Carlie Carson	Clinical Supervisor	$79,000.00	33%	$26,070.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

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

June 8, 2020

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), 3320 Brother Blvd., Memphis, TN, 38133, in the amount of $2,219,690 for the provision of the LifeSet Program to provide supportive services and life skills education for older youth transitioning out of State foster care and into adulthood, with the option to renew for up to three additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2023. 6.76% Federal Funds. 93.24% General Funds.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD – FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	644-504195	SGFSER SGF SERVICES	42105876	$403,090
2022	644-504195	SGFSER SGF SERVICES	42105876	$753,000
2023	644-504195	SGFSER SGF SERVICES	42105876	$913,600
			Subtotal	***$2,069,690***

05-95-042-421010-29700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, TEEN INDEPENDENT LIVING

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	502-500891	Payments to Providers	42107003	$50,000
2022	502-500891	Payments to Providers	42107003	$50,000
2023	502-500891	Payments to Providers	42107003	$50,000
			Subtotal	***$150,000***
			Total	**$2,219,690**

EXPLANATION

This request is **Sole Source** because the vendor is the only vendor able to provide the necessary services. The passage of New Hampshire House Bill 550, on September 8, 2019, allowed youth served by the Division for Children Youth and Families (DCYF) to remain in foster care until twenty-one (21) years of age if participating in a qualifying activity. This created a need for the Department to acquire a specific and targeted service to provide hands-on life skill instruction, adult living preparation, and ongoing support to this population on a statewide basis.

In response to House Bill 550, the Department submitted an application to the Youth Villages Expansion Initiative in October 2019. New Hampshire's application was chosen to receive a three-year grant from Youth Villages, beginning in State Fiscal Year 2021, providing fifty percent (50%) of the cost to deliver the proprietary LifeSet program for the first two years, and forty percent (40%) in contract year three. In light of these specialized, targeted services being unavailable from any other provider, and considering the significant cost savings offered, Youth Villages LifeSet Program is the clear choice to meet this new and growing statewide need.

The purpose of this request is for the provision of the exclusive LifeSet Program of supportive services for a targeted average group of 64 to 80 youth on any given day, ages 17.5 through 22 years. The proven LifeSet program, which is highly successful in neighboring states, will serve older youth transitioning out of State foster care and into adult society through the delivery of one-on-one life skills training administered by select Youth Village's professionals.

DCYF's ability to effectively meet the needs of an expanding population of older youth in foster care will be greatly served by this program, given the current lack of available services. This program will likely result in superior outcomes, as have been attained in neighboring states such as Massachusetts, for youth exiting foster care in the areas of homelessness, unemployment, educational attainment and criminal involvement; all of which have been statistically proven, through independent studies, to have significantly improved through the implementation of the Youth Villages LifeSet Program. Approximately three-hundred (300) individuals will be served from July 1, 2020 to June 30, 2023.

The Contractor will have a minimum of weekly contact with referred youth for a period of seven (7) to nine (9) months. The Contractor will assess participant's needs, set attainable goals, identify barriers, and design treatment plans. Assigned specialists will take each participating youth out into the community individually and partner with them by providing direct hands-on support and guidance in vital areas, including but not limited to, academic education; vocational training and certification; housing; money management skills; acquiring and maintaining employment, medical insurance and various community and mainstream supportive services.

The Department will monitor Contractor performance using the following methods:

- The Contractor shall conduct satisfaction surveys and follow-up phone calls after participants complete the LifeSet Program at six (6), twelve (12) and twenty (24) months post-discharge.
- All youth who receive at least sixty (60) days of service are followed at all post-discharge points, regardless of their status at discharge.
- Thirty percent (30%) to forty percent (40%) of all participants shall respond to survey and follow-up phone calls.
- 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.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Paragraph 1.1, of the attached contract, the parties have the option to extend the agreement for up three (3) 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, DCYF's ability to effectively meet the needs of an expanding, older youth in foster care, population will be severely limited due to a lack of available services. This will likely result in poorer outcomes for youth exiting foster care in the areas of homelessness, unemployment, lack of educational attainment, and an increase in criminal involvement.

Area served: Statewide

Source of Funds: CFDA #93.674, FAIN #1901NHCILP

Respectfully submitted,

Lori A. Shibinette
Commissioner

Subject: LifeSet Program, SS-2020-DCYF-16-LIFES

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 Blvd. Memphis, TN 38133	
1.5 Contractor Phone Number (901) 251-5000	1.6 Account Number 05-095-42-421010-2958 & 05-095-42-421010-2970	1.7 Completion Date June 30, 2023	1.8 Price Limitation $2,219,690
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 5/27/2020		1.12 Name and Title of Contractor Signatory Patrick Lawler, Chief Executive Officer	
1.13 State Agency Signature Date: 6/5/2020		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr., Director, DCYF	
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: Catherine Pinos		On: 06/08/20	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 5/27/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

Date 5/27/2020

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 5/27/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials RCL

Date 5/27/2020

EXHIBIT A

REVISIONS TO STANDARD CONTRACT 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 three (3) 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.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this Agreement to a targeted average group of 64 to 80 youth on any given day, ages 17.5 through 22 years. This population of individuals were placed in foster care through the Department of Child and Family Services (DCYF) child protection or Juvenile Justice Services or who were formerly placed in foster care and are now living on their own, or are with family or are leveraging other adult connections.

1.2. The Contractor shall ensure services are available on a statewide basis with the highest concentrations expected in Nashua, Manchester, Concord, Laconia, Portsmouth, and Rochester.

1.3. The Contractor shall ensure that the implementation of services indicated in this Exhibit B, are provided within thirty (30) days of the contract effective date.

1.4. For the purposes of this Agreement, all references to days shall mean business days.

1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from (9:00 AM to 5:00 PM), excluding state and federal holidays.

1.6. For the purpose of this Agreement, prioritization shall be given to individuals with a permanency plan of Another Planned Living Arrangement (APPLA) in particular those without a Primary Caring Adult (PCA) and others not planning to return home to live with their family after turning 18 years of age.

1.7. The Contractor shall provide support and guidance to youth necessary for successful transitioning to adulthood, including but not limited to:

1.7.1. Finding suitable and stable housing;

1.7.2. Assistance teaching money management skills;

1.7.3. Assistance in finding and maintaining employment;

1.7.4. Assistance accessing community resources; and

1.7.5. Assistance in maintaining healthy, meaningful and permanent relationships.

1.8. The Contractor shall ensure that the LifeSet model is implemented to youth based on the needs and goals of each client, including the provision of services outside of normal business hours, as needed per participant

1.9. The Contractor shall implement the program of services to youth as indicated in Section 1.1.

1.10. The Contractor shall assist individuals who will be eligible for, and are considering participating in, extended foster care.

1.11. The Contractor shall serve between approximately 147 to 184 youth per year.

1.12. The Contractor shall ensure that LifeSet Specialists engage each referred youth with a minimum contact of once per week over the seven (7) to nine (9) month LifeSet program duration.

1.13. **PERMANENCY**

1.13.1. The Contractor shall provide coaching to assist LifeSet clients with gaining the inter-personal skills necessary to create and maintain healthy personal relationships with family, extended kin, friends, and any other extended support system;

1.13.2. The Contractor shall assist the clients in building their support systems by helping them to create healthy, meaningful and permanent relationships; and

1.13.3. The Contractor shall identify family members, friends, teachers or neighbors connected to the client to assist in achieving permanency.

1.14. **EDUCATION**

1.14.1. The Contractor shall support clients in obtaining their educational goals necessary to obtain employment, goals include but are not limited to:

1.14.1.1. General Educational Development (GED);

1.14.1.2. High School equivalency test (HiSet);

1.14.1.3. High School Diploma; and

1.14.1.4. Vocational certification, or degree necessary to obtain employment.

1.14.2. The Contractor shall provide tutors and or funds to acquire tutors for clients in order to better assist them in successfully completing their educational / training program(s).

1.14.3. The Contractor shall provide and, or, assist in identifying transportation needs to and from the educational/vocational program.

1.14.4. The Contractor shall provide opportunities and technical assistance to clients in completing the Free Application for Federal Student Aid (FAFSA), identifying other financial aid resources and applying to a post-secondary educational/vocational program.

1.15. **EMPLOYMENT**

1.15.1. The Contractor shall provide training, support, and technical assistance to clients in securing and maintaining employment.

1.15.2. The Contractor shall administer interest and aptitude assessments to help determine what areas of work might be appropriate for clients.

1.15.3. The Contractor shall Conduct mock interviews and teach LifeSet clients how to complete a job application.

1.15.4. The Contractor shall teach clients how to read classified ads, access the Internet, search jobs, and complete job applications online.

1.15.5. The Contractor shall assist clients in connecting with employment resources, including, but not limited to:

1.15.5.1. Workforce Investment programs; and

1.15.5.2. Local career centers.

1.16. **HOUSING.**

1.16.1. The Contractor shall assist in providing funding for clients in the program to secure and maintain stable and suitable housing as well as assist clients in the acquisition of this housing.

1.16.1.1. The Contractor shall assist clients in assessing all housing options and help them identify family members and friends who may be able to provide housing opportunities.

1.16.2. The Contractor shall assist clients in identifying affordable housing and completing applications for occupancy.

1.17. **HEALTH**

1.17.1. The Contractor shall assist clients with the maintenance or acquisition of health insurance.

1.17.2. The Contractor shall support clients in attending preventative and other health care appointments.

1.17.3. The Contractor shall work with clients to identify and meet their own medical health and mental health needs.

1.18. **INDEPENDENT LIVING SKILLS**

1.18.1. The Contractor shall administer the Casey Life Skills Assessment (CLSA) and utilize results to develop appropriate training to improve skills deficits for clients.

1.18.2. The Contractor shall work with clients to improve their social skills and to help them identify and access a positive peer group.

1.18.3. The Contractor shall provide clients life skills instruction and provide opportunities for skills demonstration.

1.18.4. The Contractor shall assist clients with applying for Social Security Income (SSI) benefits, Medicaid and other supportive services based on need and eligibility.

1.18.5. The Contractor shall provide educational, as well as, hands-on opportunities for the clients to learn skills, including but not limited to:

1.18.5.1. Financial budgeting;

1.18.5.2. Cooking; and

1.18.5.3. Handling emergency situations necessary to promote self-sufficiency.

1.19. **DIRECT FINANCIAL ASSISTANCE TO CLIENTS.**

1.19.1. The Contractor may use funds to provide direct financial assistance for specific services to clients based on their assessed need, eligibility and the availability of community resources, including the following:

1.19.1.1. Child Care Assistance;

1.19.1.2. Clothing;

1.19.1.3. Completion of Job Readiness Training/Job Start Up;

1.19.1.4. Crisis Intervention;

1.19.1.5. Housing and Utility Deposits and Assistance;

1.19.1.6. Emergency Food Assistance;

1.19.1.7. Household Furnishings;

1.19.1.8. Rental Assistance;

1.19.1.9. Testing Fees (for education, motor vehicle licensing, etc.);

1.19.1.10. Transportation Assistance; and

1.19.1.11. Tutoring.

1.20. The Contractor shall ensure Specialists report situations, crisis and or events to his/her supervisor, or the on-call supervisor; incidences include, but are not limited to:

1.20.1. Suicide/ Suicide attempt made by young adult.

1.20.2. Weapons/missing weapons.

1.20.3. Drug or alcohol abuse by the youth.

1.20.4. Gang activity.

1.20.5. School suspension/expulsion.

1.20.6. Assault.

1.21. The Contractor shall collaborate with the Child Protective Social Worker (CPSW) and Juvenile Probation and Parole Officer (JPPO), providing phone updates as needed in the areas of treatment, safety and resource planning.

1.22. The Contractor shall communicate any critical incidents to the CPSW/JPPO within 48 hours of the incident.

1.23. The Contractor will conduct initial and ongoing Casey Life Skills Assessments on all referred youth.

1.24. The Contractor shall complete additional assessments, on a case-by-case basis, depend upon clinical assessment and need, including the following:

1.24.1. Parenting;

1.24.2. Cultural or Sexual Identity;

1.24.3. Adolescent Community Reinforcement Approach (ACRA), if substance use is a concern;

1.24.4. Colombia Suicide Severity Rating Scale (CSSRS) for suicidality;

1.24.5. UCLA PTSD Reaction Index for trauma, if youth is eighteen (18) years old, or younger, and has a trauma history; and

1.24.6. Sexual Health Assessment.

2. Exhibits Incorporated

2.1. 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.

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

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

3. Reporting Requirements

3.1. The Contractor shall submit all reports and phone updates, as detailed in Sections 1.19., 1.20., and 1.21., Exhibit B, Scope of Services.

3.2. The Contractor shall conduct satisfaction surveys and follow-up phone calls after participants complete their program, as may be required by the Department, and as detailed in Section 5, Evaluation, Exhibit B, Scope of Services.

3.3. The Contractor shall provide weekly emails and monthly updates to the DCYF, CPSW and JPPO.

3.4. The Contractor shall provide monthly updates to the DCYF Project Lead, to include:

3.4.1. Comprehensive treatment plans;

3.4.2. Specialist Summary of goals and progress;

3.4.3. Number of referrals received;

3.4.4. Number of referrals screened out; and

3.4.5. Number of referrals accepted for service.

3.5. The Contractor may be required to provide other key data and metrics to the

Department, including client-level demographic, performance, and service data.

3.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

4. Performance Measures

4.1. The Department will monitor Contractor performance using the following:

4.1.1. All youth who receive at least sixty (60) days of service are followed at all post-discharge points, regardless of their status at discharge.

4.1.2. Thirty percent (30%) to forty percent (40%) of all participants shall respond to survey follow-up on the timeline indicated in Section 5, Evaluation, Exhibit B, Scope of Services.

4.2. 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.

5. Evaluation

5.1. The Contractor shall administer surveys to clients upon discharge to determine the level of satisfaction with services.

5.2. The Contractor shall conduct satisfaction surveys of all served youth following discharge from the program and follow-up surveys at six (6), twelve (12) and twenty (24) months post-discharge. Survey questions include, but are not limited to:

5.2.1. Has (preferred name of youth) been homeless in the past six (6) months?

5.2.2. Has (preferred name of youth) graduated from high school?

5.2.3. Has (preferred name of youth) graduated from college.

5.2.4. Where is (preferred name of youth) currently living?

5.2.5. Have you lived in this location more than thirty (30) days?

5.2.6. Is (preferred name of youth) in the extended foster care program?

5.3. The Contractor shall provide youth-level survey results to the Department on a semi-annual basis.

5.4. The Contractor shall Collect and analyze data based on follow-up research at six (6), twelve (12), and twenty-four (24) months post-discharge in the following areas:

5.4.1. Maintenance of stable housing;

5.4.2. Criminal/Legal Involvement;

5.4.3. Employment;

5.4.4. Pregnancy/Parenting;

5.4.5. Mental Health; and

5.4.6. Educational Attainment.

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. 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.

6.2. Culturally and Linguistically Appropriate Services (CLAS)

6.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

6.3. Credits and Copyright Ownership

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

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

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

7. Records

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

7.1.1. 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.

7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

7.1.3. 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.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 6.76% Federal funds from the John H. Chafee Foster Care Independence (CHAFEE (ILP) Program under Title IV-E of the Social Security Act, Catalog of Federal Domestic Assistance (CFDA) #93.674, Federal Award Identification Number (FAIN) #2001NHCILP.
   1.2. 93.24% 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 200.0. et seq.
   2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
   2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment for said services shall be made subject to the following conditions:
   3.1. Based upon the proposal and projected budget submitted to the Contractor, Youth Villages, Inc., and dated October 10, 2019, the Contractor will receive a per diem rate as follows:
   3.2. $27.50 per day, per youth served in Implementation Year one (1);
   3.3. $27.50 per day, per youth served in Implementation Year two (2); and
   3.4. $33.00 per day, per youth served in Implementation Year three (3).
4. These per diem rates will be matched by the Contractor as follows:
   4.1. $27.50 per day, per youth served in Implementation Year one (1);
   4.2. $27.50 per day, per youth served in Implementation Year two (2); and
   4.3. $22.00 per day, per youth served in Implementation Year three (3).
5. Implementation year one (1) starts on the day of first participant enrollment into the program.
6. Per diem rates are calculated based on the total annual service delivery costs plus total annual administrative costs of the program divided by expected daily census, divided by 365 days.
7. Maximum Contract Liability: The contract maximum liability, including the maximum Private Funding Match per year, will be as follows:

EXHIBIT C

Implementation Year	NH DCYF Funding	Contractor Private Match
Year 1 (SFY2021) *	$453,090	$453,090
Year 2 (SFY2022)	$803,000	$803,000
Year 3 (SFY2023)	$963,600	$642,400

* Including ramp-up

8. Using the NH DHHS Web Billing Application link below, the Contractor shall submit expenses by the fifteenth (15th) working day of the following month which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure expenses are submitted to the Department in order to initiate payment.

9. The Contractor shall submit expenses via the Website below:

   https://business.nh.gov/beb/pages/index.aspx

10. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

11. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

12. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

13. 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.

14. 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.

15. Notwithstanding Paragraph 18 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.

16. Audits

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

16.1.1. 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.

16.1.2. 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.

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

16.2. 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.

16.3. 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.

16.4. 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.

17. Commitment to LifeSet funding sustainability:

17.1. The Department shall be responsible for ongoing funding sustainability of LifeSet, recognizing that grant funds from Youth Villages are intended to support start-up of an ongoing LifeSet program beyond the completion of Youth Village grant funds awards.

17.2. The Department commits to engage in activities to support long-term sustainability, including, but not limited to:

17.2.1. Requesting and designating ongoing funding in agency budget requests;

17.2.2. Sharing highlights of the program with key stakeholders, including LifeSet, within agency strategic and program plans;

17.2.3. Educating relevant stakeholder groups of the priority to maintain LifeSet within the continuum of care; and

17.2.4. Ultimately supporting ongoing funding of LifeSet through the agency budget.

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

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: Youth Villages

5/27/2020
Date

Name: Patrick Lawler
Title: Chief Executive Officer

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: Youth Villages

5/27/2020
Date

Name: Patrick Lawler
Title: Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

Vendor Initials PAS
Date 5/27/2020

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Youth Villages

5/27/2020
Date

Name: Patrick Lawler
Title: Chief Executive Officer

Vendor Initials

Date 5/27/2020

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

The Vendor 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:

Vendor 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.

Vendor Initials PCL

Date 5/27/2020

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Youth Villages

5/27/2020
Date

Name: Patrick Lawler
Title: Chief Executive Officer

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 Vendor 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 Vendor 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.

Vendor Name: Youth Villages

5/27/2020
Date

Name: Patrick Lawler
Title: Chief Executive Officer

Vendor Initials PWL

Date 5/27/2020

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, 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	Youth Villages
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Joseph E. Ribsam, Jr.	Patrick Lawler
Name of Authorized Representative	Name of Authorized Representative
Director, DCYF	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/5/2020	5/27/2020
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Youth Villages

5/27/2020
Date

Name: Patrick Lawler
Title: Chief Executive Officer

Contractor Initials: PWL
Date: 5/27/2020

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?

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS.

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov