



Lori A. Weaver
Interim Commissioner

Joseph E. Ribsam, Jr.
Director

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

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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 Intercept®, an intensive in-home service designed to prevent children from entering out-of-home care, by exercising a contract renewal option by increasing the price limitation by \$10,000,000 from \$7,500,000 to \$17,500,000 and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023 upon Governor and Council approval. 50% Federal Funds. 50% General Funds.

The original contract was approved by Governor and Council on November 22, 2021, item #16.

Funds are anticipated to be available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR CHILDREN YOUTH & FAMILIES, CHILD PROTECTION, CHILD - FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	644-504195	SGFSER SGF SERVICE	42105876	\$875,000	\$0	\$875,000
2023	644-504195	SGFSER SGF SERVICE	42105876	\$1,750,000	\$0	\$1,750,000
2024	637-504181	IVE FOSSER FOSTER C SERVICE	42105869	\$0	\$3,000,000	\$3,000,000
2025	637-504181	IVE FOSSER FOSTER C SERVICE	42105869	\$0	\$2,500,000	\$2,500,000
			Subtotal	\$2,625,000	\$5,500,000	\$8,125,000

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His Excellency, Governor Christopher T. Sununu
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**05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: OFC MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, MEDICAID
CARE MANAGEMENT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	563-500915	Community Based Services	47017002	\$1,625,000	\$0	\$1,625,000
2023	563-500915	Community Based Services	47017002	\$3,250,000	\$0	\$3,250,000
2024	563-500915	Contracts for Prog Svc	47017002	\$0	\$2,000,000	\$2,000,000
2025	563-500915	Contracts for Prog Svc	47017002	\$0	\$2,500,000	\$2,500,000
			Subtotal	\$4,875,000	\$4,500,000	\$9,375,000
			Total	\$7,500,000	\$10,000,000	\$17,500,000

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 Intercept® services model, which is proprietary and was developed and is only provided by the Contractor. Intercept® services are rated and supported by the federal Title IV-E Prevention Services Clearinghouse, aligning with the federal Family First Prevention Services Act legislation. Intercept® is rated as a well-supported practice because at least two (2) studies carried out in a usual care or practice setting achieved a rating of moderate or high on design and execution, and demonstrated a sustained favorable effect of at least twelve (12) months beyond the end of treatment on at least one (1) target outcome. Intercept® possesses the ability to respond to a broad range of family needs that require longer-term support, care coordination, and direct clinical interventions.

The purpose of this request is for the Contractor to continue to provide Intercept® services, which are preventative services to support stabilization and/or reunification for children and youth from birth to age eighteen (18) who have demonstrated emotional and/or behavioral problems, or have experienced abuse and/or neglect that may be at risk of entering foster care or other out-of-home placements. The Contractor's Intercept® services model provides an integrated, intensive in-home parenting skills program, which includes case management, service coordination, systemic family therapy, and promotes family problem-solving skills in order to safely prevent children from entering out-of-home care. The Contractor utilizes evidence-based and research-informed interventions to the families, to address the impact of acute and chronic trauma by completing a risk trauma assessment and providing a comprehensive treatment approach.

Approximately 250 youth and their families will be served annually.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The Contractor provides services on an average of five (5) months, and meets with the family at the home or community on average three (3) times weekly and provides 24-hour on-call crisis support.

The Department will monitor services by ensuring:

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1.1, of the original agreement, the parties have the option to extend the agreement for up to four (4) 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 two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, children experiencing abuse and/or neglect as well as parents experiencing a multitude of challenges leading to such circumstances may not have access to effective evidence-based intensive parenting support services within their home environment that seek to prevent the child/youth from entering out-of-home care.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2305NH5MAP Assistance Listing Number #93.658, FAIN #2201NHFOST.

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

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

This Amendment to the Youth Villages Intercept 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 November 22, 2021 (Item #16), 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 Agreement Provisions, Section 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 and increase the price limitation 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, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$17,500,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 50%, Federal funds:
 - 1.1.1. 28.25% Medicaid Entitlement, as awarded on 10/1/2022, by the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Assistance Living #93.778, FAIN #2305NH5MAP
 - 1.1.2. 21.75% Foster Care Title IVE, as awarded on 10/12/2022, by the US Department of Health and Human Services, Administration for Children and Families, Assistance Living #93.658, FAIN #2201NHFOST
 - 1.2. 50% General funds.

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.
Name: Joseph E. Ribsam, Jr.
Title: Director

5/22/2023
Date

Youth Villages, Inc.
DocuSigned by:
Patrick W. Lawler
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

5/27/2023
Date

DocuSigned by:
Robyn Guarino
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:

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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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)

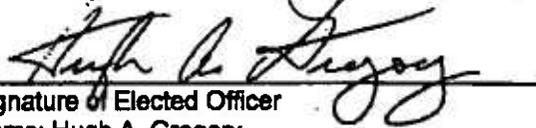
VOTED: That Patrick W. Lawler, Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

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



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	
INSURED Youth Villages, Inc. 3320 Brother Blvd Memphis TN 38133	YOUTVL-01 INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: Chubb Indemnity Insurance Company 12777 INSURER C: INSURER D: INSURER E: INSURER F:

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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	PHPK2459718	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2459721	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB830864	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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
---	--

AGENCY CUSTOMER ID: YOUTVIL-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Excess Liability

Axis Surplus Insurance Corporation
Policy #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 #1XG670273B
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.



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.

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.

YOUTH VILLAGES, INC. AND AFFILIATES

SINGLE AUDIT REPORT

June 30, 2022

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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

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 Mikusall, 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>U.S. Department of Agriculture</u>				
<i>Child Nutrition Cluster</i>				
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>U.S. Department of Justice</u>				
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>U.S. Corporation for National and Community Service</u>				
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>U.S. Department of Health and Human Services</u>				
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				<u>2,362,595</u>
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				<u>1,178,239</u>
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				<u>164,254</u>
<u>Direct Funding</u>				
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				<u>9,667,320</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS				<u>\$ 11,490,571</u>

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

YOUTH VILLAGES, INC. AND AFFILIATES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2022

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.

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
<u>Hawaii</u>			
N/A	Residential Services for Children	HI Hawaii Department of Edu Sch District	\$ 28,934
<u>Illinois</u>			
4161508012	Institution Out of State - Fixed Rate agreement	IL DCFS	1,854,915
<u>Indiana</u>			
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
<u>Kentucky</u>			
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
<u>Louisiana</u>			
2000571411	Social Services - Intercept Program	Louisiana Department of Children and Family Services	696,634
<u>Massachusetts</u>			
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
<u>Maine</u>			
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
<u>Michigan</u>			
MA220000000169	Treatment Foster Care Out of State	Michigan DHHS	67,200
<u>Minnesota</u>			
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 31432	Wrap Around Services/Community Connections MST Services	DPS/JCPC DPS/JCPC - Greensboro, NC/Dayidson County	251,180 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

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
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.

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
<u>Oregon</u>			
170448	State of Oregon Professional Services Contract-Intercept services	OR Health Authority DHS	\$ 796,325
171048	Independent Living/Lifaset Services	Oregon Department of Human Services - Washington Co	521,435
171050	Independent Living/Lifaset 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
<u>Pennsylvania</u>			
N/A	Residential Treatment Services	Philadelphia Community Behavioral health	15,600
<u>South Carolina</u>			
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
<u>Tennessee</u>			
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.

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.

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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**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.

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 Mikusall, PLLC

Memphis, Tennessee
November 22, 2022

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

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

Youth VILLAGES.

The force for families

Board of Directors

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



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Member since 2018
Board Vice Chairman

Ms. Jes Averhart
CEO
Jes & Co.



Member since 2021

Mr. Mike Bruns
Owner, Bruns Holdings



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Member since 1994/2014
Board Chairman/Chair Emeritus

Mr. Fredrick Burns
Owner, RuniT and Phramebooth



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Member since 2020

Ms. Jennifer Bush
Cummins, Inc.
Southern Plains LLC, President



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Member since 2016

Ms. Amy Crate



Member since 2021

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



Member since 2015

Board Secretary

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



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Member since 2019

Youth VILLAGES.

The force for families

Board of Directors

Mr. James D. Lackie, President
River Street Management Company



JDL@RiverStreetMgt.Com

Member since 2005/2015

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



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Member since 2017

Board Treasurer

Mr. Johnny Pitts, Managing Partner
Lipscomb & Pitts Insurance



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Caiola & Rose, LLC



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Member since 2017

Mr. Gary Shorb
Executive Director
The Urban Child Institute



Member since 2018

Rev. Rufus Smith
Pastor
Hope Church



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Member since 2021

Mr. Matt Tarkenton
Executive Vice President
Tarkenton Financial



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Member since 2019

Mr. David Tyler
Principal
Grant Thornton LLP



Member since 2019



Youth VILLAGES.

The force for families

Board of Directors

Mr. Darryl 'Chip' Wade
President
Union Square Hospitality Group



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Member since 2014

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



Monica.wharton@mlh.org

Member since 2021

Matt Stone

matthew.stone@youthvillages.org

12 Gill Street, Suite 5800

Woburn, MA 01801

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.

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

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

Lori Sustek, MSW

c/o Youth Villages
12 Gill Street
Suite 5800
Woburn, MA 01801

lori.sustek@youthvillages.org

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

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

Clinical Supervisor

Woburn, MA

Aug 14- Sept 16

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

Youth Villages

Senior Family Intervention Specialist

Intensive in-home services

Woburn, MA

March 12- Aug 14

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

Futures Clinic

1:1 Teacher/Case Manager

Beverly, MA

May 11- March 12

- Utilized ABA teacher of students with Autism in a 1:1 school setting.
- Implement behavior intervention and curriculum programs.
- Follow Behavioral Programs and complete daily data collection on target behaviors.

- Responsible for daily entry of academic and social data into graphing system.
- Maintain student's academic books, supplies and updating material for lessons.
- Assist in assessing progress of effectiveness of behavior plans and curriculum modifications.

Melmark New England

ABA (Applied Behavior Analysis) Counselor

Dracut, MA

Oct 09 – April 11

- Provide care for children with ages ranging from 6-14 in a residential setting.
- Assist students with everyday living skills to increase independence and rehabilitate behavior.
- Run students schedule of IEPs (Individualized Educational Program) on a daily basis.
- Monitor, oversee and communicate all aspects of behavior support plans for students.
- Manage and organize the logistics of the educational and clinical programs.
- Responsible for extensive data collection pertaining to behavior, lifestyle and everyday activities.

CERTIFICATIONS & SKILLS

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

EDUCATION & ACADEMICS:

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

2008 Graduation

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

2017 Graduation

Carly Branconnier

Email: carly.branconnier@youthvillages.org

Education

Clark University, Worcester, MA

Master's in Public Administration

December 2018

GPA: 4.0

Bachelor of Arts in Psychology, Concentration in Public Health

December 2017

GPA: 3.93

Work Experience

Youth Villages Manchester, NH

Regional Supervisor

July 2022-Present

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

Youth Villages LifeSet Program, Woburn, MA

August 2018-Present

Clinical Supervisor

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

Youth Villages LifeSet Program, Woburn, MA

YV LifeSet Specialist

December 2018-August 2018

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

Greater Beverly YMCA Sterling Woods Day Camp, Beverly, MA

Science/Nature Specialist (seasonal)

June 2017-Present

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

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

Worcester District Attorney's Office, Worcester, MA

January 2017- May 2017

Superior Court Intern

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

Skills

Certifications: CPR, First Aid, A-CRA

Software: Microsoft Office (Word, Powerpoint, Excel)

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

Jonathan S. Mandell



OBJECTIVE: A top-quality professional with vast experience in assisting clients in obtaining goals; provides excellent rehabilitation services and other activities for the clients; recognized as a team player and performer, consistently completes work proficiently and effectively; a results-oriented individual with an exemplary track record of success in negotiation, aiding in the personal development for clients, and promoting the best quality of life for clients in care.

LICENSES Licensed Social Worker Massachusetts February 2014

EDUCATION: Cambridge College Cambridge, MA June 2006 M.ED Guidance Counseling

New England College Henniker, N.H. June 1999
B.A. Communications and Business Administration

EXPERIENCE: Youth Villages Intercept, Manchester, NH January 29-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

Family Intervention Specialist Manchester NH August 2020 - Present January 29th

- Youth Age Range - 0-18
- Family focused clinical work using Collaborative Problem Solving
- Caseload of 5 families, each family is seen three times for a total average of 15 sessions per week, typically services last for 4-6 months with a family.
- Schedule is a-typical and sessions can occur in the early morning hours and later in the evening. Specialists make their own schedule and schedule sessions with families based on the family's availability. Typical worked hours per week are between 40-45.
- On-call - there is a weekly on-call expectation Monday - Friday where you are on call to your 5 families during the work day of 6am - 6pm. Then there is an on-call rotation within your office where you will be on call Monday - Friday from 6pm to 6am the following day to just the families and youth in your office. You are responsible for answering calls from families and physically responding if a crisis warrants physical response. There is a weekend on-call requirement where you would not be receiving the calls, but only physically responding if deemed necessary by a supervisor.

Juvenile Case Manager Nashua NH Sep 2017 – August 2020 *Youth Employment and Education Services*

• Maintain open and candid communication with parents and faculty, as well as the school psychologist, social worker and other professionals involved in the student's care as needed • Bring children into the community to do activities outside of school.

• Attend to and work with children in school for disciplinary purposes.

Regularly meet with faculty to check on students' behavior and how they're performing academically.

• Meet with students throughout the day to see how their day is going.

Attend and participate in IEP and other educational and disciplinary meetings.

1

NAFI Danvers Ma January 2017 – Sept 2017 *Foster Care, Case Manager*

- Directed team meetings, and treatment meetings with the child's guardians
- Served as an advocate for adolescents who are engaged in foster care care within the Department of Children and Families (DCF).
- Acted as a liaison for NAFI Foster Care Program, the courts and collaborated with family networks and school systems to ensure the best possible course of treatment.
 - Screened potential foster parents to place children in their care.

Department of Children and Families Malden DCF July 2016 – Nov 2016 *Social Worker*

- Assess, evaluate, conduct and ongoing case management
- Develop, review and implement strength based service plans
- Attend home visits foster care visits transport children to appointments
- Maintain ongoing communication with all collaterals i.e., Therapist, Schools, Doctors Psychiatrist and any other treatment provider

Bridgewell Dracut, MA September 2015 – June 2016 *Program Director*

- Overseeing a team of 15 employees who are responsible for caring for disabled adults.
- Planning and directing staff meetings once per month.
- Managing the program budget and acting as a representative payee for the disabled clients.
- Completing month and year end reports and balance the budgets for each month and at year end.
 - Attending doctor's appointments and acting a liaison between physicians and guardians.

Brightview Senior Living Arlington Ma January 2015 – September 2015 *Assisted Living Manager*

- Select, build, coach and supervise a team of passionate, engaging and high quality Resident Assistants
 - Develop, monitor, and adjust work schedules to ensure a adequate staffing
 - Assist in the development of the Resident Services Plan, participate in regular resident and family meetings, and help conduct new hire training and monthly in-service trainings.
- Participate interviewing, hiring, and training associates; planning, assigning, and directing work; appraising performance; rewarding and disciplining associates;

addressing complaints and resolving problems.

- Trainer in Alzheimers/Dementia

Bridgewell Dracut, MA March 2012 – January 2015 *Program Director*

- Overseeing a team of 15 employees who are responsible for caring for disabled adults.
- Planning and directing staff meetings once per month.
- Managing the program budget and acting as a representative payee for the disabled clients.
- Completing month and year end reports and balance the budgets for each month and at year end.
- Attending doctor's appointments and acting a liaison between physicians and guardians.

Harbor Schools/Easterseals of NH Haverhill, MA July 2007 – March 2012 *Care Manager*

- Managed a team of 4-5 employees, kept track of when they met with clients and documented progress that each team member has made with each client.

2

- Directed team meetings, and treatment meetings with the child's guardians
- Served as an advocate for adolescents who are engaged in long term care within the Department of Children and Families (DCF).
- Acted as a liaison for Safe Harbor, the courts and collaborated with family networks and school systems to ensure the best possible course of treatment.

Medford High School Medford, MA May 2006 - June 2007 *Internship Guidance Counselor*

- Led guidance classes for students discussing classroom performance, registration for the Scholastic Aptitude Tests (SATs), and class schedules for the following year.
 - Worked at Medford Vocational School for one month as an interim guidance counselor and worked with students to complete college applications, sign up for job corps programs or find other options to pursue.
 - Met one-on-one and in groups of students to discuss relevant issues.
- Completed student class schedules for students using the schools computer program, went to Individual Education Plans (IEP) meetings and wrote letters of recommendation.

Massachusetts Health and Education Services Beverly, MA Sept. 2005 – Jan. 2006 *Mentor and Counselor, Adolescent in North Shore Community*

- Educated troubled adolescents how to actively participate and live in their community; for example, using public transportation, applying for jobs and other essential life skills.

AmeriCorp/College Ed Award Member Henniker, N.H. Sept. 1996- June 1999 *Ed-Award Member and co-president*

- Served as a leader of students who worked to make an impact within their community.
- Coordinated programs such as blood drives and Habitat for Humanity events, .

Molly Garno



OBJECTIVE

To utilize my education and caring nature to improve the lives of others.

EDUCATION

Simmons University, Boston, MA
Master of Social Work
Anticipated Graduation: 2024

Bellevue University, Bellevue, NE
Bachelor of Science: Child Protection and Juvenile Justice
Graduated: September 30, 2021

Mount Wachusett Community College, Gardner, MA
Associate Degree: Human Services
National Honors Society: 2017, 2018, 2019
Graduated: May 23, 2019

Narragansett Regional High School, Templeton, MA
Graduated: June 3, 2016

EXPERIENCE

Clinical Supervisor

Youth Villages, Manchester, NH 2023- Present
Responsible for the overall direction, coordination, and evaluation of the specialists.
Maintain medical records up-to-date, while ensuring confidentiality protocols.
Engage in clinical supervision meetings weekly to expand clinical skills.
Collaborate with New Hampshire's Division of Children, Youth, and Families.
Collaborate with schools within the community.
Provide crisis intervention.
Provide weekly group supervision with specialists.
Provide and coordinate quality training to specialists.
Review and approve clinical documentation in a timely manner.
Provide case coverage as needed.
Engage in and build customer relationships.

Conduct family assessments.

Family Intervention Specialist

Youth Villages, Manchester, NH

2022- 2023

Carry a caseload of five families.

Maintain medical records up-to-date, while ensuring confidentiality protocols.

Engage in clinical supervision meetings weekly to expand clinical skills.

Provide support to youth and families who have experienced trauma and distress.

Update families on their progress in the program.

Schedule and hold family sessions three times a week.

Provide on-call availability to families in need.

Collaborate with New Hampshire's Division of Children, Youth, and Families.

Collaborate with schools within the community.

Psychiatry Administrative Coordinator

2019- 2022

LUK Inc. Fitchburg, MA

Provide assistance to medical staff, clients, and employees.

Acts as a liaison with other departments to ensure efficient communication and timely response to inquiries.

Maintain departmental files up-to-date, while ensuring all confidentiality protocols.

Schedules new appointments, verifies demographic information, performs managed care inquiries and collects necessary financial information.

Corresponds with insurance companies to obtain necessary prior authorizations and enter information into the system.

Plan, organize and coordinate departmental meetings.

Create Word documents/correspondence, Excel spreadsheets, and access databases.

Respite Worker

2018

LUK Inc. Fitchburg, MA

Make home visits to clients and take them out into the community.

Providing support to children/youth with emotional or behavioral disturbances.

Update parents on the child's progress in the program.

Set up and perform intake appointments.

Administrative Assistant

2017- 2019

LUK Inc. Fitchburg, MA

Responsible for handling front office reception and various office duties.

Perform general clerical duties such as photocopying and filing.

Properly answer and direct phone calls.

Book appointments as well as appointment rooms.

Handling and distributing checks and other outgoing/incoming mail.

Urban Youth Collaborative Internship

2017

LUK Inc. Fitchburg, MA

Attended multiple human service training sessions.

Acquired the knowledge and skills to work effectively with emotionally disturbed children.

Developed skills in understanding and collaborating with family, school, and state agencies that have an impact on children and families.

Helped staff LUK's TREK program, working with youth who have developmental disabilities.

Provided care for children ages 4-12 in the residential STARR program.

Awarded a Certificate of Appreciation from the Commonwealth of Massachusetts Department of Developmental Services.

Teacher's Assistant

2017- 2018

Blossoming Buds Preschool and Daycare, Ashburnham, MA

Providing care and education for children ages 3 months- 5 years.

Teacher's Assistant

2016-2017

Little Explorers Daycare, Templeton, MA

Provided care and education for children 6 months- 5 years.

Created a fun and learning curriculum for children 1 ½ years- 5 years.

Gymnastics Teacher

2016- 2017

Meridian Gymnastics and Preschool, Gardner, MA

Providing an instructional program for gymnastics students as well as observing and spotting athletes.

PORTFOLIO and REFERENCES

Available upon request.

Chad Foley



Work Experience

Clinical Supervisor

Youth Villages - Manchester, NH

December 2022 to Present

- Responsible for the overall direction, coordination, and evaluation of Family Intervention Specialists in the Intercept program
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws
- Provide support and assistance as needed to team
- Responsibilities include training employees; planning, assigning, and directing work; appraising performance and other essential duties.

Family Intervention Specialist

Youth Villages - Manchester, NH

April 2022 to Present

- Carry caseload of 5 families.
- Provide intensive home-based therapy to families utilizing an evidence-based, collaborative problem-solving approach.
- Hold youth, caregiver, and family sessions with each family 3 times a week.
- Coordinate treatment planning with clinical interventions to support reunification and stabilization of families.
- Provide on-call availability to families and provide crisis management.

Housing Program Manager

House of Hope, Inc - Lowell, MA

April 2016 to April 2022

- Oversee the housing program, including Home Base, as well as the stabilization and supportive housing programs
- Offer crisis management support to families in stabilization, supportive housing, and shelter
- Offer case management services to families in stabilization and supportive housing
- Collaborate with collaterals to ensure families in stabilization and supportive housing have their service needs met
- Supervise a team that includes two Housing Advocates and a Senior Housing Advocate

Program Supervisor

Key Program, Inc - Methuen, MA

October 2015 to April 2016

- Attend weekly meetings with collaterals and funding source (DCF)
- Participate in regional supervisory trainings and on-call system
- Assist with hiring, training, supervising, and evaluating staff performance
- Assist in internal investigations when necessary
- Ensure appropriate case coverage and/or staff-to-client ratios and provide direct care coverage when necessary

Assistant Program Supervisor

Key Program, Inc - Methuen, MA

December 2013 to October 2015

- Oversee program administration in the absence of the Program Supervisor
- Participate in regional supervisory trainings and on-call system
- Form professional relationships with multi-cultural clients and their families, subordinates and other supervisors, representatives from the community, and state agencies

Shift Supervisor

Key Program, Inc - Methuen, MA

February 2013 to December 2013

- Engage clients and develop positive, appropriate, supportive relationships utilizing a strength-based treatment approach
- Coordinate daily program activities and assign responsibilities to caseworker staff
- Teach and implement behavior management techniques including counseling, crisis intervention, and physical intervention
- Attend several trainings including but not limited to CPI Nonviolent Crisis Intervention, DBT, and Group Therapy

Residential Caseworker

Key Program, Inc - Methuen, MA

March 2012 to February 2013

- Provide advocacy services in family work, education, vocation, recreation, legal services, and physical and mental health to female clients ages 12 through 17 in a group home setting
- Assist clients in setting goals in accordance with their individualized treatment plans
- Coordinate and lead creative, therapeutic individual and group recreational activities

Tutor

Franklin Pierce University - Rindge, NH

October 2010 to May 2011

- * Tend to students' tutoring needs in several subjects in The Annex at Franklin Pierce University
- * Work with students in an online environment, while guiding them through the online Statistics and Foundations of Mathematics courses

Peer Leader

Franklin Pierce University - Rindge, NH

March 2009 to December 2010

- Plan and coordinate orientation
- Participate in all fall leadership-training sessions
- Lead a group of first-year students through orientation, as well as fall semester

Intern

Winchendon Police Department - Winchendon, MA
January 2010 to May 2010

- * Ride along with police officers; go on patrol, serve summons and warrants, respond to calls, etc.
- * Prepare documents for traffic and criminal court
- * Enter court dispositions into the computer system

Volunteer

Boynton Middle School - New Ipswich, NH
October 2007 to May 2009

- * Volunteered as a Boynton Buddy through Franklin Pierce University
- * Served as a mentor to a troubled student
- * Helped this student with school work and any issues he might be having

Education

Master of Arts in Criminal Justice

Arizona State University
August 2011 to May 2013

Bachelor of Arts in Criminal Justice and Mathematics

Franklin Pierce University - Rindge, NH
September 2007 to May 2011

Certifications and Licenses

CPR & First Aid**Licensed Social Worker - Massachusetts**

March 2021 to July 2023

Krystin Corliss

EDUCATION

Plymouth State University

*Bachelor of Arts in Criminal Justice
Women's Varsity Basketball*

Plymouth, NH
2014

Four year member, Captain Junior and Senior seasons.

CPI certified, RENEW Facilitator, Tier 2 Collaborative Problem solving practitioner, A-CRA trained, Management of Aggressive Behaviors I (MOAB), CPR/AED Certified

University of New Hampshire

*Master of Social Work
3.95 GPA*

Durham, New Hampshire
January 2022-Present

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

EXPERIENCE

Riverbend Community Mental Health Center- Community Support Program Concord, NH *Master's Level Intern Clinician* August 2022-April 2023

- Carried a caseload of 5-7 clients with severe and persistent mental illness providing individual office based therapy as well as community based Functional Support Services
- Worked independently and as part of a team
- Completed Dialectical Behavioral Therapy training as well as shadowed and participated in the full Pre-DBT group curriculum
- Engaged clients and families with respect to cultural and linguistic differences
- Effectively utilized a translator service to facilitate sessions
- Completed clinical documentation in accordance with medical necessity guidelines and agency standards

Youth Villages

Clinical Supervisor

Manchester, NH
June 2020-Present

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

Youth Villages

Family Intervention Specialist

Manchester, NH
April 2019-June 2020

- Provided primary therapy activities using structural, strategic, and evidenced based interventions to address structure, individual, and parental needs.
- Provides support/sessions in home, schools, and communities
- Supported resource identification and utilization
- Worked collaboratively in an inter-agency team setting directly with DHHS agencies DCYF and DJJS, coordinates wrap around services
- Provided crisis response services via phone and in person response
- Developed safety and support plans with each family based on various referral or risky behaviors and mental health needs including but not limited to delinquency, abuse and neglect, domestic violence, aggression, self-harm, suicidality, truancy, and relapse prevention planning.

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

Community Partners of NH

Rochester, NH

Senior Functional Support Specialist- Youth and Family Services

September 2018-April 2019

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

Community Partners of NH

Rochester, NH

Functional Support Specialist- Youth and Family Services

April 2016-September 2018

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

Plymouth Regional High School

Plymouth, NH

Paraprofessional

2014-2016

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

Rachel Pischke



Work Experience:

Youth Villages-Clinical Supervisor-12/22 to present

- Oversees 5 family intervention specialists and provides clinical direction to counselors/specialists based on the treatment model which includes weekly management of the group supervision process by direct case review, oversees the treatment planning process, case management and case progress. Attends consultation and follows up on recommendations.
- Provides training to staff on the treatment model and provides staff development weekly.
- Effectively engages in and builds customer/collateral relationships as well as assists in the marketing/referral process to increase and strengthen program growth.
- Responds to crises through providing on-call services daily to staff, families and customers as well as supporting 24/7 on-call services as needed.
- Responds to staff needs in a crisis to support appropriate and effective safety planning and crisis management.

University of New Hampshire Institute on Disabilities, Children's System of Care Resource Center- MSW Intern- 1/23 to present

- Supporting the children's behavioral health team in building a collegiate recovery program on the University of New Hampshire campus.
- Supporting in piloting an alternative peer support group on the UNH campus to support students in their recovery journey.
- Engaging in the Alternative Peer Group program through support with creating digital badges for peer facilitators and engaging with community partners who are currently developing their recovery programs.

Youth Villages-Family Intervention Specialist-12/20 to 12/22

- Carry a caseload of 5 to 6 families meeting with them 3 times a week
- Serve a broad based population with those at high risk of removal from their families.
- Provide intensive home based therapy which diverts youth from out of home placements and helping the families maintain youth in their home environment
- Identify problems to be solved using a collaborative problem solving approach and guide the direction of treatment for youth and families.
- Work collaboratively with youth and families to develop safety plans to support stabilization of youth and reunification of families.
- Completing documentation in an organized and timely manner and in compliance with state requirements.
- Respond to crises through providing on-call services 6am to 6pm daily.
- Work to develop and support new clinical staff as well as an intern through on the job training.

Curative Connections- Comprehensive Community Service Worker 6/2019 to 12/2020

- Assist clients in living their best life by providing services that address their specific needs that relate to mental health, substance abuse and brain injury.

Meijer -Systems Monitor 3/2019 to 12/2020

Responsible for price integrity as well as the maintenance of all systems in the store.

- Provide customer service by ensuring that technology and machines in the store are properly maintained and assist in specific auditing tasks that will protect system integrity.
- Demonstrate troubleshooting in the repair of systems.

The World Race - Volunteer- Team Lead - Story Leader 10/2017 to 8/2018

Traveled to 11 different countries in 11 months as a volunteer living in community and doing various jobs/humanitarian work.

- Work as part of a team of 6 or 7 individuals aiding in community efforts such as teaching English, building community centers, volunteering in children's homes, farming etc.
- Responsible for leading a team in pursuing creative ways to share our experiences in service through media outlets.
- Held a leadership role, leading and participating in peer-to-peer mentorship, setting expectations for service, team management and goal setting.
- Led team meetings every day and encouraged/ motivated teammates in service.
- International coordination of 7 team-members through 3 different countries.
- Arranged lodging/ housing for 7 people between countries.

Green Bay Parks and Recreation - Playground Leader 6/2017 to 8/2017 and 6/2019 to 8/2019

Responsible for managing and enforcing playground and city rules within the city parks, while planning and executing programs for the neighborhood children.

- Co-lead/plan events and programs designed to engage the children of Green Bay in safe and enjoyable activities.
- Enforce rules to keep the public parks clean and safe.
- Establish relationships with the children/adults that come through the city parks.
- Plan and execute a large, city-wide event for the Green Bay area.

St Norbert College - Resident Assistant 1/2015 to 5/2017

Share community with, supervise, support and attend to the needs of freshmen and sophomore students attending St. Norbert College while living in the dorm style Residence Halls alongside them.

- Acted as a role model for new students as they enter their first year of college and help them to grow socially and intellectually.
- Create, plan, implement and lead social, educational and recreational programs within the Residence Halls, on campus and within the community that enables and establishes a continuously growing community of students.
- Approach and resolve conflicts between residents and enforce college policies within the campus in order to maintain a safe and supportive environment for students.

The Department of Corrections - Probation and Parole Unit Intern 8/2016 to 5/2017

Assists a Probation and Parole agent in:

- Evaluating offender progress and making recommendations about intensity of supervision based on observations of offender behavior.
- Meet with clients on a month to month basis depending on their level of supervision and what crime they are being convicted of.
- Assisting offenders in securing employment and getting connected to rehabilitation programs and specialized treatment services, referred to by the agent.
- Creating a case plan with offenders, aiding the client in identifying his or her own strengths and weaknesses and creating goals and tasks to achieve defined goals.
- Complete various types of paperwork to document, record and refer clients as well as keep the client file up to date on a continuous basis.

Green Bay Diocese – Program Specialist Camp Tekakwitha Summer 5/2016 to 8/2016

- Created and facilitated daily programs and activities in areas of art, music, nature, boating, archery etc.
- Created daily schedules, organized routine activities, led mealtimes and assisted in all of the needs of a resident camp counselor and their campers.
- Resided on camp and lived in community with campers and counselors in order to fully engage in the camper's experience.

Green Bay Diocese – Resident Camp Counselor Camp Tekakwitha 5/2014 to 8/2015

- Designed and planned camp activities as the daily schedule directed and supervised children in spontaneous/planned activities.
- Established a set of rules and regulations that all have to follow during their weekly stay. Held responsibility for the safety, personal care and discipline.
- Promoted a perfect place that is safe and sound for camping, thus enhancing the campers' enjoyment, spiritual, educational and emotional learning experience.
- Collaborated with a team of peers to implement safe and exciting individual and group activities.
- Planned, developed and coordinated recreation programs under adopted policies and procedures
- Set a positive example for campers including punctuality, responsibility, respect and sportsmanship.

Achievements and Extracurricular in college

TRIPS Leader- Homelessness and Poverty, Washington D.C. (Winter, 2017)

Led and organized an alternative break outreach/service trip

TRIPS Leader - Urban Poverty, Philadelphia (Winter, 2016)

Led and organized an alternative break outreach/service trip

TRIPS participant - Friends with Disabilities, Clinton, Iowa (Winter, 2015)

Participated in an alternative break outreach/service trip

Presenters Committee Chair - WAICU 2015

St. Norbert College Resident Assistant Events Committee (2015-2016)

Learning Lab – tutoring children at De Pere schools (Optimist Club 2013-2014)

Nicolet Elementary School after school program volunteer – St. Norbert College (2014)

Education

Notre Dame Academy - Class of 2013 (academic honor roll all semesters 3.45 GPA)

St. Norbert College - Sociology and Human Services Major (Dean's list all semesters 3.73 GPA)

Graduated Cum Laude

University of New Hampshire-Masters of Social Work

SAMANTHA MILES

Samantha.Miles@YouthVillages.Org

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

LIFASET 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

Carlie K Carson


Carlie.carson@youthvillages.org

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
States

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, conceptualization, 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



Kerry Chouinard
Licensed Program Expert



Courtney Blaikie

courtney.blaikie@youthvillages.org

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE

- Master of Social Work

Online
January 2022 - September 2024

SOUTHERN NEW HAMPSHIRE UNIVERSITY

- Bachelor of Arts in Psychology
- Concentration in Child and Adolescent Development
- 3.4 GPA; Dean's List; University Honors Program

Manchester, NH
May 2021

FIELD RELATED PROJECT

HONORS THESIS: META-ANALYSIS ON CHILD ABUSE AND NEGLECT

- Conducting independent research on behaviors of children in different life stages to understand impacts on academic and social environments
- Performing research through research analysis
- Participate in modules each semester linked to academic courses that relate to research topic
- Analyzing results from previous research performed and applying to student development topics
- Develop a draft of an application to help aid children in discussing ACEs comfortably

EXPERIENCE

YOUTH VILLAGES

Family Intervention Specialist

- Carry a caseload of five youth and families
- Complete essential medical documentation while reaching appropriate deadlines
- Provide intensive in-home services for a variety of referral issues
- Develop strength-based approaches for counseling and case management of families
- Efficiently uses electronic medical records and other web-based documentation software
- Ability to collaborate with team members and collaterals to ensure development and progress on cases

Manchester, NH
June 2022 – Present

PILLPACK PHARMACY

Senior Certified Pharmacy Technician

- Complete leadership training to develop new skills and gain more responsibilities
- Lead leadership GEMBA - spreadsheet of team data put together and presented to upper leadership
- Analyze trends, predictions, and solutions during leadership presentation
- Perform on the job training with new hires on the team & cross-trained existing employees from different teams
- Worked with all teams across the company as a collaborative system
- Manage multiple tasks successfully between maintaining medical records and working directly with patients

Manchester, NH
April 2019 – June 2022

HAMPSTEAD HOSPITAL

Counselor

- Lead small and large group socio-behavioral therapy
- Take part in rounds at the beginning of every shift to collaborate on progress and treatment goals
- Monitor safety of patients on locked unit with 17 beds
- Counsel patients individually
- Fill out and maintain daily progress notes and client diagnostic records
- Keep track of and complete essential documentation for treatment of patients

Hampstead, NH

ERNEST P. BARKA ELEMENTARY SCHOOL

Derry, NH

Guidance Counselor, Intern

August 2020 –January 2021

- Provide personal and small group counseling to students
- Develop new program ideas via chapters for CHOOSE LOVE NH Program
- Assist students with special needs in compliance with 504 and IEP guidelines
- Provide classroom counseling in various grades

EXTRACURRICULAR ACTIVITIES

Kappa Delta Phi NAS Sorority, <i>Philanthropy Chair</i>	September 2019 – September 2020
Kappa Delta Phi NAS Sorority, <i>Treasurer</i>	September 2018 – September 2019
Religious Education Teacher (2nd & 5th Grade)	September 2016 - September 2018
Vacation Bible School, <i>Leader</i>	June 2012 – June 2017
PALS (Pinkerton and Little Students), <i>Volunteer</i>	September 2014 - June 2016

TECHNICAL SKILLS

Youth Villages:	YV Central, Evolv, EvolvNX, E-Note, Launchpad
Google Applications:	Docs, Sheets, Slides, Forms, Sites
Microsoft Office:	Word, PowerPoint, Excel
Social Media:	Facebook, Instagram

YOUTH VILLAGES (Intercept)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Matthew Stone	Executive Director	\$223,735.86	10%	\$22,373.58
Lori Sustek	State Director	\$159,650.00	10%	\$15,965.00
Scott Manheimer	Regional Director	\$119,116.26	28%	\$33,352.55
Carly Branconnier	Regional Supervisor	\$96,613.92	53%	\$51,205.37
Vincent Haney	Regional Supervisor	\$92,000.00	53%	\$48,760.00
Jonathan Mandell	Clinical Supervisor	\$82,000.00	78%	\$63,960.00
Molly Garno	Clinical Supervisor	\$79,000.00	78%	\$61,620.00
Chad Foley	Clinical Supervisor	\$82,000.00	78%	\$63,960.00
Krystin Corliss	Clinical Supervisor	\$82,601.75	78%	\$64,429.36
Rachel Pischke	Clinical Supervisor	\$79,000.00	78%	\$61,620.00
Samantha Miles	Clinical Supervisor	\$83,820.00	53%	\$44,424.60
Carlie Carson	Clinical Supervisor	\$79,000.00	53%	\$41,870.00
Courtney Blaikie	Clinical Supervisor	\$79,000.00	78%	\$61,620.00

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

Lori A. Shilbinette
 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

October 13, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** contract with Youth Villages, Inc. (VC#266910), Memphis, TN, in the amount of \$7,500,000 for the provisions of Intercept®, an intensive in-home service designed to prevent children from entering out-of-home care, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2023. 32.50% Federal Funds. 67.50% General Funds.

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

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

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

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

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

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

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1.1; of the attached agreement, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request statewide children experiencing abuse and/or neglect as well as parents experiencing a multitude of challenges leading to such circumstances will not have access to effective evidence-based intensive parenting support services within their home environment that seek to prevent the child/youth from entering out-of-home care.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area served: Statewide

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

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

Respectfully submitted,

Lori A. Shibinette
for Commissioner Shibinette

Lori A. Shibinette
Commissioner

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

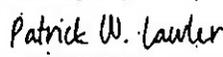
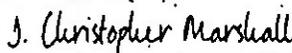
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Youth Villages Intercept Program

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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EXHIBIT B

Scope of Services

1. Key Definitions

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

2. Statement of Work

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

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

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

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

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

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

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

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

2.35. Extending Intercept®

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

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

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

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

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

3. Compliance Standards

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Youth Villages Intercept Program**

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

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

EXHIBIT B

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

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

EXHIBIT B

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

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Reporting Requirements

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

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EXHIBIT B

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

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

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

7. Performance Measures

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

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

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

7.2.1. Number of families currently enrolled in Intercept®.

7.2.2. Percentage of Intercept® slots currently used.

7.2.3. Number of referrals, including the number in the target populations

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EXHIBIT B

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

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

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

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

8.3. Credits and Copyright Ownership

- 8.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 8.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 8.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 8.3.3.1. Brochures.
 - 8.3.3.2. Resource directories.

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Youth Villages Intercept Program**

EXHIBIT B

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

9. Records

- 9.1. The Contractor shall keep records that include, but are not limited to:
 - 9.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 9.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions,

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

EXHIBIT B

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

9.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

9.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Youth Villages Intercept Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 32.50%, Federal funds Assistance Listing Number #93.778 Medical Assistance Program, Centers for Medicare and Medicaid Services.
 - 1.2. 67.50% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a per diem reimbursement rate of \$110 for actual expenditures incurred in the fulfillment of this Agreement.
4. The Contractor shall bill the appropriate funding sources in accordance with standard billing procedures in both NH Medicaid and DCYF. The Contractor shall submit NH Medicaid expenses via the Website below:
<https://www.nhmmis.nh.gov/>
5. The Contractor shall submit non-clinical expenses via the Website below:
<https://business.nh.gov/beb/Pages/Index.aspx>
6. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
7. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. Audits

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

EXHIBIT C

- 10.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
- 10.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 10.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO

Vendor Initials 
Date 11/4/2021



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/4/2021

Date

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

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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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PWL

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



New Hampshire Department of Health and Human Services

Exhibit I

- 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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3). Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
 The State by:
Joseph E. Ribsam, Jr.
 Signature of Authorized Representative
 Joseph E. Ribsam, Jr.
 Name of Authorized Representative
 Director
 Title of Authorized Representative
11/4/2021
 Date

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



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

11/4/2021

Date

DocuSigned by:

Patrick W. Lawler

Name: Patrick W. Lawler

Title: CEO

Contractor Initials 
Date 11/4/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 173506452

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

 NO X YES

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

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

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

 X NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information includes but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data. DHHS has classified this type of information as Non-public Regulated Confidential with a data classification score of DC-3. This term also includes the term "SUD" as defined herein. Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI"): has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

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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.).

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

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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/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- 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

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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