



Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
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May 31, 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 Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing agreements with the Contractors listed in **bold** below to correct an error in the rate calculation for services by increasing the price limitation by \$4,316,326 from \$236,017,584 to \$240,333,910 with no change to the contract completion date of June 30, 2024, effective retroactive to August 11, 2021 upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised	G&C Approval
Chase Home for Children Portsmouth, NH	159596	Portsmouth, NH	\$4,758,056	\$0	\$4,758,056	O: 8/4/21 Item #15
Devereux Foundation Rutland, MA	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,960,555	\$0	\$6,960,555	O: 8/4/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	\$4,290,335	\$0	\$4,290,335	O: 7/14/21 Item #14
Easter Seals Manchester, NH	177204	Manchester, NH	\$33,670,236	\$0	\$33,670,236	O: 7/14/21 Item #14
The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$19,903,207.01	\$0	\$19,903,207.01	O: 7/14/21 Item #14

Mount Prospect Academy Plymouth, NH	168139	Plymouth, NH	\$47,176,194	\$0	\$47,176,194	O: 8/4/21 Item #15
Nashua Children's Home Nashua, NH	154120	Nashua, NH	\$9,804,960	\$0	\$9,804,960	O: 7/14/21 Item #14
Orion House Newport, NH	154861	Newport, NH	\$1,301,055	\$1,889,368	\$3,190,423	O: 8/4/21 Item #15
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	\$11,382,600.17	\$0	\$11,382,600.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	\$50,443,273	\$0	\$50,443,273	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$11,215,992	\$0	\$11,215,992	O: 10/13/21 Item #38B
Stetson School Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$7,280,334	\$0	\$7,280,334	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$15,885,099	\$0	\$15,885,099	O: 8/4/21 Item #15
Webster House Manchester, NH	318295	Manchester, NH	\$2,116,692	\$2,426,958	\$4,543,650	O: 7/14/21 Item #14
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,387,177	\$0	\$6,387,177	O: 7/14/21 Item #14
Youth Opportunities Upheld, Inc. Gardner, MA	259406	Statewide	\$3,441,819	\$0	\$3,441,819	O: 9/15/21 Tabled Item #32 A01: 4/6/22 Item #13
		Total:	\$236,017,584	\$4,316,326	\$240,333,910	

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

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

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

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds

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

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

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

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

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

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

EXPLANATION

This request is **Retroactive** because upon review of the contracts for Webster House and Orion House, the Department discovered an error in the rate calculation. As part of the System of Care work, the Department competitively bid these contracts, and established daily rates in each contract under certain assumptions and many unknowns. Due the restrictive nature of procurement laws, the Department was unable to obtain all documentation necessary to mitigate

the unknowns, and was prohibited from providing advice to the Contractors on how they should account for their costs, resulting in inaccurate reporting. The ramification of this challenge was not fully realized until providers started billing and appropriate reporting was able to be derived from the system. The rate errors became clear upon review of this information once available, however, a year had elapsed from the start of the contract at that point. A comprehensive re-examination of the rate setting process was undertaken that took almost a year to implement appropriately with proactive considerations for future rate setting efforts. This rate setting process has since been streamlined and clarified in order to prevent further errors.

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. These two Contractors provide critical services within the Children's Residential Treatment provider network, and are currently serving children under an old rate. This rate setting correction must be implemented in order to ensure that the Department maintains provider capacity and that the Contractors are able to continue serving children. Orion House's rates changed from \$211.70 for Level 1 and \$207.40 for Level 2 to \$184.39 for Level 1 and \$316.36 for Level 2. Webster House's rates changed from \$172.44 for Level 2 to \$327.08 for Level 2 for the period of July 1, 2021 to June 30, 2022, and \$369.39 for Level 2 for the period of July 1, 2022 forward.

The purpose of this request is to ensure that Contractors are reimbursed for children's residential services with the correct rate. The Contractors will continue to provide evidence-based and trauma-informed clinical behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs. The Contractors will also continue supporting the Department's effort to provide long-term outcomes for youth by providing services that are short-term, target treatment episodes, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

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

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

- Rapid Acceptance of Referrals;
- Reduction of Restraints and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of length of stay; and
- Reduction of staff turnover and retention of quality staff.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

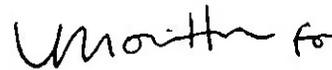
Should the Governor and Council not authorize this request, the Contractors will not be reimbursed at the appropriate rate; leaving the Department vulnerable to potentially losing these critical service providers, which would be detrimental to the overall capacity to serve youth in Level 1 and Level 2 programs in-state.

Area served: Services are located in Newport NH and Manchester, NH however they accept and treat children from across the state.

Source of Federal Funds: Assistance Listing #93.658, FAIN #2301NHFOST; Assistance Listing #93.558, FAIN #2301NHTANF; Assistance Listing #93.659, FAIN #2301NHADPT; Assistance Listing #93.778, FAIN #2305NH5ADM.

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

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

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Orion House ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15), 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, 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 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 1.8, Price Limitation, to read:
\$3,190,423
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2301NHFOST
 - 1.2. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2301NHTANF
 - 1.3. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2301NHADPT
 - 1.4. Funds from Centers for Medicare and Medicaid Services, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2305NH5ADM
 - 1.5. General Funds
4. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the following:
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES-100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES-100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT-50% Fed

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and 50% General Funds

- 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-ATANF EMERGENCY ASSISTANCE PLACEMENT-100% Federal Funds
- 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT-100% General Funds
- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT-50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS-50% Federal Funds and 50% General Funds

5. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.1. to read:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the Contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program - Orion House Level 1	
Residential for eligible youth per day	\$184.39
Program - Orion House Level 2	
Residential for eligible youth per day	\$316.36

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

4.1.3. For the purpose of this Agreement, funds in the amount of \$67,477.00 shall be provided to the Contractor, for the expenses incurred to obtain accreditation and identification as a Qualified Residential Treatment Program (QRTP) as specified in Ex C-1 Accreditation Budget; the total of all such payments shall not exceed the specified Accreditation Budget total. All DHHS payments to the Contractor for the Accreditation Budget shall be made on a cost reimbursement basis.

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

Financial Manager - BCBH
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

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

4.1.3.3 The final invoice and supporting documentation for authorized Accreditation Budget expenses shall be due to the Department no later than forty (40) days after the final cost have been incurred by the Contractor in line with the budget.

6. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.5. to read:

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

4.5.1. Sub-total: \$3,122,946.00

4.5.2. SFY 22: \$433,685.00

4.5.3. SFY 23: \$1,648,279.00

4.5.4 SFY 24: \$1,040,982.00

7. Add Exhibit C-1, Amendment #1, Accreditation Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to August 11, 2021, 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

6/2/2023

Date

DocuSigned by:
Katja S. Fox
ED9DC5804C63442...
Name: Katja S. Fox
Title: Director

6/1/2023

Date

Orion House
DocuSigned by:
Danielle Paranto
32410344DFBB45A...
Name: Danielle Paranto
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2023

Date

DocuSigned by:
Robyn Guarino

748734844941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Exhibit C-1, Amendment #1, Accreditation Budget

Accreditation expenses for residential treatment programs	
Basic information	
Orion House	RFP-2021-DBH-12-RESID-08-A01

Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
COI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$ 45,226.00	
Lease		
Maintenance and utilities	9,300.00	flooring repair 3rd floor, 4 window replacement
Other facility costs	35,926.00	bathroom renovation, ADA ramp renovation
Program materials and supplies	\$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ 1,000.00	
Program license or other fees		
Program training (initial)	1,000.00	TBRI
Other EBP or program model costs		
Systems costs related to program	\$ 16,333.00	
Technology for data collection, reporting	16,333.00	internal server, higher fire wall protections, back up protection
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ 3,128.00	
Vehicles		
Furniture	3,128.00	therapy and group room
Technology Equipment		
Other Equipment		
Telecommunication	\$ 1,790.00	
Phones/Walkie Talkies	1,790.00	walkies and charging system
Internet Service		
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other accreditation costs	\$ -	
Total accreditation budget costs	\$ 67,477.00	

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6/1/2023

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 ORION HOUSE, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 10, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66567

Certificate Number: 0006239817



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority

Orion House

Corporate Resolution

I, JoD Burnham, hereby certify that I am duly assigned recording secretary of
(Name)

Orion House. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on June 1, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Danielle Paranto, Executive Director (may list more than one person)
is
(Name and Title)

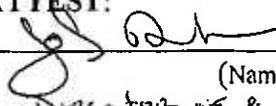
duly authorized to enter into contracts or agreements on behalf of

Orion House with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

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 to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 6/1/23

ATTEST:


(Name JoD Burnham
Director of &
Finance Title)



MISSION STATEMENT

The Orion House will embrace the strengths and acknowledge struggles as we join with youth to promote growth so that each may pursue personal wellbeing and independence.

VISION STATEMENT

Orion House strives to provide a structured and nurturing environment that addresses the behavioral, emotional, familial and adult living needs of each resident.

ORION HOUSE, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

ORION HOUSE, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

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Independent Auditor's Report

To the Members of the Board of
Orion House, Inc.

Opinion

We have audited the accompanying financial statements of Orion House, Inc. which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Orion House, Inc., as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Orion House, Inc., and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Orion House, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. 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 will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, 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 the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Orion House, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Orion House, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Alta CPA Group, LLC

September 10, 2022

ORION HOUSE, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 298,766	\$ 337,710
Accounts Receivable	24,513	40,043
Due from Related Parties	156,964	71,214
Inventory	7,471	4,169
Total Current Assets	<u>487,714</u>	<u>453,136</u>
Property and Equipment:		
Building and Leasehold Improvements	29,275	29,275
Equipment and Furniture	117,739	113,930
Total Property and Equipment	<u>147,014</u>	<u>143,205</u>
Less: Accumulated Depreciation	(133,235)	(127,367)
Net Property and Equipment	<u>13,779</u>	<u>15,838</u>
Total Assets	<u>\$ 501,493</u>	<u>\$ 468,974</u>
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	\$ 9,567	\$ 16,597
Accrued Expenses	21,434	21,976
Due to Related Parties	291,470	144,271
Total Current Liabilities	<u>322,471</u>	<u>182,844</u>
Total Liabilities	322,471	182,844
Net Assets:		
Without Donor Restrictions	154,586	256,634
With Donor Restrictions	24,436	29,496
Total Net Assets	<u>179,022</u>	<u>286,130</u>
Total Liabilities and Net Assets	<u>\$ 501,493</u>	<u>\$ 468,974</u>

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
SUPPORT AND REVENUE			
Contributions and Grants:			
Contributions	\$ 3,050	\$ -	\$ 3,050
DCYF Accreditation Grant Income	-	-	-
R&B Income	12,490	-	12,490
Title I	27,877	-	27,877
USDA	45,551	-	45,551
Total Contributions and Grants	<u>88,968</u>	<u>-</u>	<u>88,968</u>
Program Income:			
DCYF Fees	523,366	-	523,366
DOIT Food Service	116,497	-	116,497
DOIT School Support	131,333	-	131,333
Medicaid Fees	354,054	-	354,054
OPIE Contract and Personnel	15,502	-	15,502
Other Recoupment	1,626	-	1,626
Total Program Income	<u>1,142,378</u>	<u>-</u>	<u>1,142,378</u>
Investment Income	137	-	137
Net Assets Released from Restrictions	<u>5,060</u>	<u>(5,060)</u>	<u>-</u>
Total Support and Revenue	1,236,543	(5,060)	1,231,483
EXPENSES			
Program Services			
ODI	80,841	-	80,841
Residential	1,132,637	-	1,132,637
Title I	67,152	-	67,152
Total Program Expenses	<u>1,280,630</u>	<u>-</u>	<u>1,280,630</u>
Management and General	<u>57,960</u>	<u>-</u>	<u>57,960</u>
Total Expenses	<u>1,338,590</u>	<u>-</u>	<u>1,338,590</u>
Change In Net Assets	(102,047)	(5,060)	(107,107)
Net Assets at Beginning of Year	<u>256,634</u>	<u>29,496</u>	<u>286,130</u>
Net Assets at End of Year	<u>\$ 154,586</u>	<u>\$ 24,436</u>	<u>\$ 179,022</u>

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
SUPPORT AND REVENUE			
Contributions and Grants:			
Contributions	\$ 6,322	\$ -	\$ 6,322
DCYF Accreditation Grant Income	-	56,138	56,138
Provider Relief Fund	19,045	-	19,045
Title I	51,379	-	51,379
USDA	32,729	-	32,729
Total Contributions and Grants	<u>109,475</u>	<u>56,138</u>	<u>165,613</u>
Program Income:			
DCYF Fees	577,166	-	577,166
DOIT Food Service	97,845	-	97,845
DOIT School Support	125,308	-	125,308
Medicaid Fees	403,446	-	403,446
OPIE Contract and Personnel	15,502	-	15,502
Other Recoupment	351	-	351
Total Program Income	<u>1,219,618</u>	<u>-</u>	<u>1,219,618</u>
Investment Income	264	-	264
Net Assets Released from Restrictions	<u>26,642</u>	<u>(26,642)</u>	<u>-</u>
 Total Support and Revenue	 <u>1,355,999</u>	 <u>29,496</u>	 <u>1,385,495</u>
EXPENSES			
Program Services			
ODI	78,469	-	78,469
Residential	1,133,825	-	1,133,825
Title I	68,997	-	68,997
Total Program Expenses	<u>1,281,291</u>	<u>-</u>	<u>1,281,291</u>
 Management and General	 <u>64,649</u>	 <u>-</u>	 <u>64,649</u>
 Total Expenses	 <u>1,345,940</u>	 <u>-</u>	 <u>1,345,940</u>
 Change in Net Assets	 10,059	 29,496	 39,555
 Net Assets at Beginning of Year	 <u>246,575</u>	 <u>-</u>	 <u>246,575</u>
 Net Assets at End of Year	 <u>\$ 256,634</u>	 <u>\$ 29,496</u>	 <u>\$ 286,130</u>

See Independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	ODI	Residential	Title I	Program Services	Management and General	Total
Personnel:						
Employee Benefits	\$ 101	\$ 126,435	\$ -	\$ 126,536	\$ -	\$ 126,536
Payroll Taxes	-	65,977	-	65,977	-	65,977
Salaries & Wages	80,740	674,263	8,835	763,838	-	763,838
Staff Development	-	2,380	-	2,380	-	2,380
Professional Services:						
Accounting & Audit, Legal	-	-	-	-	4,470	4,470
Client Treatment & Counseling	-	6,648	-	6,648	-	6,648
DOIT Counseling Services	-	-	58,317	58,317	-	58,317
OPIE Administrative Assessment	-	-	-	-	53,490	53,490
Occupancy:						
Household Supplies	-	19,884	-	19,884	-	19,884
Maintenance & Cleaning	-	16,523	-	16,523	-	16,523
OPIE Rent	-	40,984	-	40,984	-	40,984
Real Estate Taxes	-	2,500	-	2,500	-	2,500
Small Tools & Equipment	-	-	-	-	-	-
Utilities	-	28,794	-	28,794	-	28,794
Transportation:						
Gasoline & Registration	-	6,069	-	6,069	-	6,069
OPIE Vehicle Leases	-	6,000	-	6,000	-	6,000
Vehicle Maintenance & Repair	-	536	-	536	-	536
Administrative Expenses:						
Office supplies & expenses	-	6,229	-	6,229	-	6,229
Telephone & Communications	-	6,313	-	6,313	-	6,313
Insurance:						
Property & Liability Insurance	-	4,622	-	4,622	-	4,622
Other Program Expenses:						
Food	-	96,103	-	96,103	-	96,103
Other Expenses	-	16,509	-	16,509	-	16,509
Program Supplies & Expenses	-	-	-	-	-	-
Depreciation	-	5,868	-	5,868	-	5,868
Total Expenses	\$ 80,841	\$ 1,132,637	\$ 67,152	\$ 1,280,630	\$ 57,960	\$ 1,338,590

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

	ODI	Residential	Title I	Program Services	Management and General	Total
Personnel:						
Employee Benefits	\$ -	\$ 125,402	\$ -	\$ 125,402	\$ -	\$ 125,402
Payroll Taxes	-	74,074	-	74,074	-	74,074
Salaries & Wages	78,469	657,717	26,904	763,090	-	763,090
Staff Development	-	1,400	-	1,400	-	1,400
Professional Services:						
Accounting & Audit	-	-	-	-	5,800	5,800
Client Treatment & Counseling	-	-	-	-	-	-
DOIT Counseling Services	-	8,121	41,350	49,471	-	49,471
OPIE Administrative Assessment	-	-	-	-	58,849	58,849
Occupancy:						
Household Supplies	-	17,660	-	17,660	-	17,660
Maintenance & Cleaning	-	11,610	-	11,610	-	11,610
OPIE Rent	-	40,984	-	40,984	-	40,984
Real Estate Taxes	-	2,500	-	2,500	-	2,500
Small Tools & Equipment	-	760	-	760	-	760
Utilities	-	24,636	-	24,636	-	24,636
Transportation:						
Gasoline & Registration	-	3,238	-	3,238	-	3,238
OPIE Vehicle Leases	-	6,000	-	6,000	-	6,000
Vehicle Maintenance & Repair	-	1,377	-	1,377	-	1,377
Administrative Expenses:						
Office supplies & expenses	-	8,099	-	8,099	-	8,099
Telephone & Communications	-	4,841	-	4,841	-	4,841
Insurance:						
Property & Liability Insurance	-	8,503	-	8,503	-	8,503
Other Program Expenses:						
Food	-	90,336	-	90,336	-	90,336
Other Expenses	-	20,197	-	20,197	-	20,197
Program Supplies & Expenses	-	18,418	743	19,161	-	19,161
Depreciation	-	7,952	-	7,952	-	7,952
Total Expenses	<u>\$ 78,469</u>	<u>\$ 1,133,825</u>	<u>\$ 68,997</u>	<u>\$ 1,281,291</u>	<u>\$ 64,649</u>	<u>\$ 1,345,940</u>

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets		
Adjustments to Reconcile Change in Net Assets to Net Cash	\$ (107,107)	\$ 39,555
Depreciation Expenses	5,868	7,952
Provided (Used) by Operating Activities:		
(Increase) Decrease in Accounts Receivable	15,530	(6,058)
(Increase) Decrease in Due from Related Party	(85,750)	(1,937)
(Increase) Decrease in Employee Prepaid	-	-
(Increase) Decrease in Prepaid Expenses	-	-
(Increase) Decrease in Inventory	(3,302)	2,359
Increase (Decrease) in Accounts Payable	(7,030)	7,473
Increase (Decrease) in Accrued Expenses	(543)	6,128
Increase (Decrease) in Due to Related Parties	147,199	(3,703)
Net Cash Provided (Used) by Operating Activities	<u>(35,135)</u>	<u>51,769</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Fixed Assets	<u>(3,809)</u>	<u>(3,140)</u>
Net Cash Used for Investing Activities	(3,809)	(3,140)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Increase (Decrease) in Cash and Cash Equivalents	(38,944)	48,629
Cash and Cash Equivalents Balance at Beginning of Year	<u>337,710</u>	<u>289,081</u>
Cash and Cash Equivalents Balance at End of Year	<u>\$ 298,766</u>	<u>\$ 337,710</u>

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Orion House, Inc. is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The organization is not a private foundation within the meaning of Section 509(a). The Organization is not a private foundation within the meaning of Section 509(a). Orion House provides residential care to youths that require out-of-home care. The current mission of the Organization is to be a provider of safe and effective family-centered services to youth and their families. The delivery of services to youths and their families focuses on five principal domains: Community, Family, Therapy, Residential and Educational.

Financial Statement Presentation

The financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of management and the board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

Basis of Accounting

The Organization presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (grants, contributions, donations, etc.) are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

Accounting Estimates

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

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash consists of bank deposits held in checking and savings accounts. For purposes of reporting the statements of cash flows, if any, all highly liquid debt instruments purchased with a maturity of three months or less are considered to be cash equivalents.

Public Support and Revenues

The Organization derives its principal income mainly from tuition charged to sending public school districts. Revenue from this source are recognized on a monthly basis as services are invoiced to the sending school districts. Secondary support is obtained from counseling and home-tutoring services, private donations, interest, dividends and capital gains on investments.

Contributions

Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of restrictions.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

From time to time, the Organization may receive donated services in carrying out the mission and fundraising activities of the Organization. Such donations meet the criteria for revenue recognition when all of the following conditions are met:

- Special skills are required
- The work is done by volunteers who have these skills
- The services would otherwise have to be purchased

The value of volunteer services is also recorded when the services create or improve upon a non-financial asset. In those cases, revenue is recognized in the amount of the value of the hours contributed or via the change in fair value of the altered asset. The Organization received no reportable donated services during fiscal years 2022 or 2021.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Revenues and Refundable Advances

Service charges received in advance of the year to which they apply are reported as deferred revenue in the statements of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as refundable advances.

Functional Allocation of Expenses

The costs of providing program services and supporting activities have been summarized on a functional basis in the statements of activities and changes in net assets. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the direct charges. Annually, an indirect cost rate is established by The Organization and approved by the State of New Hampshire Department of Education for this purpose.

Prepaid Expenses

Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statement of financial position.

Property and Equipment

All costs of property and equipment, and the fair value of donated assets value in excess of \$500 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

Buildings	30 Years
Furniture and Fixtures	7 Years
Equipment	5 Years

Income Taxes

The Organization is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3) and for the years ending June 30, 2022 and 2021 had no unrelated business income. Therefore, no provision for income taxes is made in the accompanying financial statements.

ORION HOUSE INC.
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deposits

As of June 30, 2022, \$250,000 of the Company's bank deposits were insured by the Federal Deposit Insurance Corporation (FDIC) and \$48,766 were uninsured. As of June 30, 2021, \$250,000 of the Company's bank deposits were insured by the FDIC and \$87,710 were uninsured. The Organization's deposits its cash with high quality financial institutions and management believed that is not exposed to significant credit risk on those amounts.

Subsequent Events

The Organization evaluated subsequent events through the date that the financial statements were available to be issued. The Organization is not aware of any significant events that occurred subsequent to the statement of financial position date but prior to September 10, 2022.

NOTE 2 – ACCOUNTS RECEIVABLE

Accounts Receivable

Accounts receivable at June 30, 2022 and 2021 include tuition due from public school districts and students and a contract retainer. All are considered to be collectible and no reserve for uncollected accounts has been established. Accounts Receivable at June 30, 2022 and 2021, include the following:

		<u>2022</u>		<u>2021</u>
Due from the State of NH	\$	24,513	\$	40,043
Total	\$	24,513	\$	40,043

NOTE 3 – RELATED PARTY TRANSACTIONS

Orion House, Inc. is a voluntary member of Orion Prevention and Education, Inc. (OPIE) – a nonprofit corporation whose principal activities provides support and centralized management services for member organizations. During the course of normal operations, the Organization has transactions with other members and OPIE, including expenditures and transfers of resources to provide services and fund capital outlay. Separate, independent Boards approve all Transactions between related parties. To the extent that certain transactions have not been paid or received as of June 30, balances of inter-company amounts receivable or payable have been recorded.

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 3 – RELATED PARTY TRANSACTIONS(CONTINUED)

All are considered to be collectible and no reserve for uncollected accounts has been established. Accounts receivables and payables June 30, 2022 and 2021, include the following:

<u>Due From Related Parties</u>	<u>2022</u>	<u>2021</u>
Orion Prevention and Education Inc. (OPIE)	\$ 9,043	\$ 5,167
Day Orion Individual Treatment Inc (DOIT)	<u>147,922</u>	<u>66,047</u>
Total	\$ <u>156,965</u>	\$ <u>71,214</u>
<u>Due To Related Parties</u>	<u>2022</u>	<u>2021</u>
Orion Prevention and Education Inc. (OPIE)	\$ 207,897	\$ 114,335
Day Orion Individual Treatment (DOIT)	<u>83,572</u>	<u>29,936</u>
Total	\$ <u>291,470</u>	\$ <u>144,271</u>

Transaction with related parties during the years ended June 30, 2022 and 2021 were as follows:

<u>For the Fiscal Year End June 30, 2022</u>	<u>OPIE</u>	<u>DOIT</u>
Management Fees	\$ (53,490)	\$ ---
Contract Personnel	15,502	---
Property Lease	(40,984)	---
Vehicle Lease	(6,000)	---
Food Service	---	116,499
Counseling Services- Title I	---	(58,317)
Counseling Services- Other	<u>---</u>	<u>131,333</u>
Total	\$ <u>(84,972)</u>	\$ <u>189,515</u>
<u>For the Fiscal Year End June 30, 2021</u>	<u>OPIE</u>	<u>DOIT</u>
Management Fees	\$ (58,849)	\$ ---
Contract Personnel	15,502	---
Property Lease	(40,984)	---
Vehicle Lease	(6,000)	---
Food Service	---	97,845
Vocational Support	---	---
Counseling Services- Title I	---	(41,350)
Counseling Services- Other	<u>---</u>	<u>125,308</u>
Total	\$ <u>(90,331)</u>	\$ <u>181,803</u>

ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

NOTE 4- PROPERTY AND EQUIPMENT

Property and Equipment at June 30, 2022 and 2021 consisted of the following:

	<u>2022</u>		<u>2021</u>
Building and Improvements	\$ 29,275	\$	29,275
Equipment and Furnishings	117,739		113,930
Less Accumulated Depreciation	<u>(133,235)</u>		<u>(127,367)</u>
Total	\$ <u>13,779</u>	\$	<u>15,838</u>

NOTE 5 - LIQUIDITY AND AVAILABILITY

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

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

	<u>2022</u>		<u>2021</u>
Cash and Cash Equivalents	\$ 298,766	\$	337,710
Accounts Receivable	24,513		40,043
Related Party Receivable	<u>156,964</u>		<u>71,214</u>
Total Current Financial Assets at Year End	480,243		448,967
Amounts Unavailable for General Expenditures Within One Year, Due to:			
Net Assets With Donor Restrictions	<u>(24,436)</u>		<u>(29,496)</u>
Total Financial Assets Available for General Expenditure Within One Year	\$ <u>455,807</u>	\$	<u>419,471</u>

NOTE 6 – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are comprised of unspent grant funds related to accreditation.

BOARD OF DIRECTORS
ORION HOUSE, INC
2023

PRESIDENT

Heidi J. Patten

Sally Putonen

John Ahman, MA

Suzanne Harvey

VICE PRESIDENT

Jeffrey Parker

David J. Morris

Objective: Showcase experience and skills.

Education: MED, School Counseling 88% completed

Plymouth State University Anticipated Graduation spring 2023

Bachelor of Arts, History

University of Rhode Island 1997 – 2002

- Completed 50 page senior project entitled "1600-2000: An Examination of Racism in the Boxing Ring."

Work Experience

- **Director of Residential Pike Campus 2020-Present**
- Provide guidance and vision to support for three residential sights
- Physical management instructor
- Swim Safety Instructor
- Supervises program managers
- Hires new faculty
- Assists in quality assurance

Other Position held with in the MPA system 2013 -2020

- Program Manager Campton House
- Program Manager Plymouth house
- Program Manager Sub-Acute Depot
- Program Manager Sub-Acute Step
- Program Manager Hall Farm

House Manager: **Blackstone Valley Youth and Family Collaborative**

10/11/11 Pawtucket Rhode Island

- Supervise and manage the day to day operation of a four client home
- Works with several clients with a variety of special needs
- Provide Safety and Security to four clients
- CPR and First Aid Certified
- Handle with Care restraint certified
- Organized community service projects for special needs clients

Child Care Worker: **Tahoe Turning Point**

9/2010-9/2011 South Lake Tahoe, CA

- Instructed an Adult Living Course at S. Lake Tahoe Community College
- Tutor and liaison for the Mount Tallac Continuation School
- Worked very closely with gang affiliated clients
- Organized and led an educational trip to Alcatraz
- Worked very closely with clients that have substance abuse issues
- Organized and led an overnight camping trip to Yosemite National Park

Program Director:

Becket Family of Services

11/6/06-8/1/10

Plymouth, New Hampshire

- Managed and directed the day to day operation of a 26 client group home.
- Four merit based promotions in two years
- Organized and designed a successful intramural basketball league
- Supervised 25 employees
- Authored numerous legal documents that are admissible in court
- Received letter of recommendation for superior performance
- Reliable attendance (three sick days in four years)

Hobbies and Achievements

- Cycled 73 miles around Lake Tahoe 2011
- Climbed Mount Washington 2010
- Has been to every U.S. State except four

Nina L. Albano

Profile

- Goal-oriented individual with strong leadership capabilities.
 - Organized, highly motivated, and detail-directed problem solver.
 - Proven ability to provide leadership to staff.
 - Proven ability to work within a wide-range of clinical situations.
-

Education

LCMHC, State of New Hampshire, License number 667

M.S., Psychology, Cum Laude, New England College

B.A., Psychology, Cum Laude, New England College

Certification, Rape and Domestic Violence Counselor, Rape and Domestic Violence Coalition of New Hampshire

Employment

- | | |
|---|--------------|
| School Therapist, Granite Hill School | 2009-present |
| <ul style="list-style-type: none">• Provide individual and group counseling services to students | |
| Private Practice, Brookside Counseling | 2007-2013 |
| <ul style="list-style-type: none">• Provide counseling services in a private practice setting | |
| Program Director, Orion House, Inc. | 2003-2009 |
| <ul style="list-style-type: none">• Provide and oversee daily residential and therapeutic care for 16 adolescent males in an intermediate residential treatment facility.• Provide direct supervision and management of all residential counselors. | |
| Treatment Coordinator, Orion House, Inc. | 2002-2003 |
| <ul style="list-style-type: none">• Provided individual and group therapy to adolescent males in a residential treatment facility. Assisted in the development of individualized treatment plans. Directed professional contact with families, courts and all involved in the residents individual cases. | |
| Home Based Therapist | 2006-2008 |
| <ul style="list-style-type: none">• Provided in home counseling, case management and assessments for families. | |
| Counselor, Rape and Domestic Violence Coalition of New Hampshire | 1998-1999 |
| <ul style="list-style-type: none">• Completed rigorous training. Counselor for crisis-line. Offered unconditional respect, confidentiality, support and resources for domestic violence victims. | |
| Advocate Intern, Children's Alliance of New Hampshire | 1997-1997 |
| <ul style="list-style-type: none">• Directly appointed to represent the agency in numerous fundraisers and meetings. Worked with other agencies to organize a children's awareness march in Washington, D.C. Assisted in the processing data for the Kids Count Report. | |
| Intern Assistant, Victim Services Committee for the Governor's Committee on Violence | 1996-1996 |
| <ul style="list-style-type: none">• Completed projects and reviews of issues and programs associated with the impact of youth exposed to domestic violence. | |
-

Awards and Recognition

2004-Employee of The Year at Orion House, Inc.

2004-Nominated for the award for outstanding community member in the service of children and their families at the DCYF conference.

MELANIE GIOIOSO

Skills: Problem solving, Leadership/Mentoring, Enthusiastic, Confident, Strong willed.

EXPERIENCE

JULY 2017 – PRESENT

MILIEU COUNSELOR (NOW FAMILY AND RESIDENT WORKER), ORION HOUSE

Responsible for assisting floor staff in crisis management, in the moment interventions, helping assist floor staff with management of the house, family counseling, assisting Clinical Coordinator with paper work duties, facilitating/helping with groups, offering staff support, individual counseling when needed, positive reinforcements in the milieu, and completing other duties as assigned.

OCTOBER 2018 – FEBRUARY 2020

INTERIM TREATMENT COORDINATOR, ORION HOUSE

Responsible for coordinating and writing of all Treatment Plans, 30 day Biopsychosocial Assessments, and Discharge Summaries and Monthly Reports. Acts as liaison/coordinator of resident's outpatient needs. Runs group therapy (Substance Awareness and Emotional Management Groups), individual therapy, assists with family counseling, and supports floor staff with crisis interventions. Collaborates with Program Director toward the synthesis of both clinically and behaviorally oriented services. Part of the Management Team. Supervisor of the Milieu Counselor.

DECEMBER 2014 – JUNE 2017

SHIFT SUPERVISOR, NFI MIDWAY SHELTER

Responsible for safety of all residents and staff, in charge of running the shift, part of the on call rotation, ensure all procedures/regulations were followed, passed medications, responsible for writing of incident reports, shift reports, and weekly reports. In charge of completing monthly supervision of Residential Counselors. Offered in the moment interventions, staff supports, and organized daily schedule and activities. Completed intakes and took referrals after hours.

EDUCATION

DECEMBER 2010

BA SOCIAL SCIENCES, SOUTHERN NEW HAMPSHIRE UNIVERSITY

MS CANDIDATE

MS ADDICTIONS COUNSELING, GRAND CANYON UNIVERSITY



Not completed. Current GPA 3.98

CERTIFICATIONS

- CBT Certified
- TBRI
- Working on DBT Certification
- Hand With Care
- Medication Management Certification
- First Aid and CPR

DANIELLE PARANTO
[REDACTED]

[REDACTED] | To work with youth focusing on helping them achieve their goals as they prepare to enter the next phase of their lives.

EXPERIENCE | **EXECUTIVE DIRECTOR THE ORION HOUSE, INC., NEWPORT NH**
JUNE 2014 - PRESENT

EXECUTIVE DIRECTOR/PRINCIPAL GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2005 - PRESENT

BEHAVIORIST GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

EDUCATOR GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

RESIDENTIAL COUNSELOR THE ORION HOUSE, INC., NEWPORT NH
AUGUST 1997 - 2000

EDUCATION | **KEENE STATE COLLEGE, KEENE NH**
MASTERS OF EDUCATION 2004
Certified Educational Leadership

FRANKLIN PIERCE COLLEGE, RINDGE NH
BACHELOR OF SCIENCE 1994
Major: Sociology Minor: Psychology
Summa Cum Laude

Orion House 2023
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Danielle Paranto	Executive Director	115,600	50%	57,800.
David Morris	Treatment Coordinator	65,000	100%	65,000
Melanie Gioioso	Director	56,450	100%	56,450.
Nina Albano	Prescribing Practitioner	79,125	6.55%	5,200.

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Lori A. Sibbinette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

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

REQUESTED ACTION

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

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,058.00
Devereux Foundation Rutland, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,320,185.00	2,320,185.00	2,320,185.00	8,960,555.00
Mount Prospect Academy Plymouth, NH (VC# TBD)	Plymouth, NH	15,725,398.00	16,725,398.00	15,725,398.00	47,176,194.00

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Orion House Newport, NH (VC# TBD)	Newport, NH	433,685.00	433,685.00	433,685.00	1,301,055.00
Vermont Permanency Initiative Orford, NH (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	5,295,033.00	5,295,033.00	5,295,033.00	15,885,099.00
	Total:	\$25,433,773.00	\$25,323,593.00	\$25,323,593.00	\$76,080,959.00

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

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

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

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

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

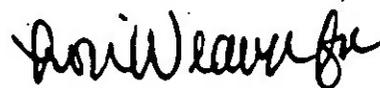
- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available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

Areas served: Statewide.

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

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

Respectfully submitted,



Lori A. Shabinette
Commissioner



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

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

Reviewers Name and Title

- 1 Robert Rodier, Administrator for DCYF
- 2 Richard Sorensen, Administrator for DCYF
- 3 Shawn Bailey, Program Specialist IV, CBH
- 4 Paige Morgan, Youth Voice
- 5 Tanja Godfredsen, Business Administrator, Finance



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RES40		
LEVEL OF CARE	Level 2		
	Proposer Name	County/Program	TOTAL SCORE
1	Chase Home	Portsmouth	63
2	Dover Children's Home	Dover	81
3	Home for Little Wanderers	Unity House	73
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Ann's Home, Inc.	St. Ann's	85
10	Webster House	Webster	73

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Meynard, Program Specialist IV, DBH
- 3 Kara Burton, Administrator, DCYF
- 4 Tania Godfredsen, Business Administrator, Finance



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

PROJECT TITLE	Psychiatric Inpatient Services for Children's Behavioral Health		
PROJECT ID NUMBER	RF7-2021-0204-13-RE-SO		
LEVEL OF CARE	Level 3	Inpatient (in)	TOTAL COURSE
1	1. Diagnostic Evaluation	Diagnostic Level 3 inpatient	74
2	2. Crisis Beds	RI Beds - inpatient	81
3	3. Crisis Beds	Lancaster - inpatient	85
4	4. Crisis Beds	Manchester - inpatient	85
5	5. Crisis Beds	RI Hosp - inpatient	85
6	6. Therapy for IADs/Phobias	Therapy	77
7	7. Inpatient AMI (Group/Individual)	Therapy	85
8	8. Inpatient Psychiatric Academy, Inc.	Option A Adm. Waiver	87
9	9. Inpatient Psychiatric Academy, Inc.	Option A Inpt. Full Pkg	87
10	10. Inpatient Psychiatric Academy, Inc.	Option A PBM Therapy	87
11	11. Inpatient Psychiatric Academy, Inc.	Option A Burm. Pkg	87
12	12. Inpatient Psychiatric Academy, Inc.	Option C Coll. Hospital	85
13	13. Inpatient Psychiatric Academy, Inc.	Option C Coll. Pkg	85
14	14. Inpatient Psychiatric Academy, Inc.	Option D Bed Care Guarantee	85
15	15. Pine Mount Boys Center	RIHP	75
16	16. Seaside Academy & Family Services	RIHP	85
17	17. Seaside Academy & Family Services	RIHP	85
18	18. Seaside Academy & Family Services	RIHP	85
19	19. St. Ann's Home, Inc.	Option A	87
20	20. St. Ann's Home, Inc.	Level 3, Option C	87
21	21. Summit School, Inc.	Therapy	85
22	22. Summit Psychological Institute, Inc.	Therapy	81
23	23. Summit Academy, Inc.	Option A	81

Business Rules and IDs

1. Any License, Program Number IV, CBI
2. Priority Panel, Program Number IV, CBI
3. Network Table, Program Number IV, CBI
4. Jersey License, Administrative, CTV
5. Out of Network, Administrative, CTV
6. Priority Panel, Program Number IV, CBI



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-D04-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	88
3	Mount Prospect Academy, Inc.	Option D ERT Campton	88
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	88
5	St. Ann's Home, Inc.	Option B CBAT	81
6	St. Ann's Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	88
9	Youth Opportunities Upheld Inc.	Option C ICBAT	88
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers (Name and Title)

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adara Bauman, Administrator, CBH
- 3 Erica Ungless, Director for CBH
- 4 Rebecca Frederic, Administrator, DOE
- 5 Tanya Goodredson, Business Administrator, Finance
- 6 Elizabeth Lafreniere, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Orion House, Incorporated		1.4 Contractor Address 139 Elm Street, Newport, NH 03773	
1.5 Contractor Phone Number (603) 863-4918	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,301,055
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: <i>Danielle Paranto</i> Date: 6/30/2021		1.12 Name and Title of Contractor Signatory Danielle Paranto Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 7/9/2021		1.14 Name and Title of State Agency Signatory Katja Fox 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: Catherine Pinos On: 7/15/2021			
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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EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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1.13. Admissions, Discharges and Transitions

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

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

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

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

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

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

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

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

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

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

- 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

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and parents feels valued and heard.

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

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

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

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

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

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

1.16. Cultural and Linguistic Diversity

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

1.16:1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

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

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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

1.21. Evidence Based Practices

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

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

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

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1.23. Aftercare

- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

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

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within ten (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

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2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				
Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)	Orion House	Newport, NH	8	8 Beds shared with Level 2
Level of Care 2, Intermediate Treatment	Orion House	Newport, NH	8	8 Beds shared with Level 1B
Reserved				

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

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

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

- 2.4.2.1. Minimal supports in the community
- 2.4.2.2. Case Management
- 2.4.2.3. Supervision
- 2.4.2.4. Vocational Training
- 2.4.2.5. Medication Monitoring, as clinically indicated
- 2.4.2.6. Crisis Intervention

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2.4.3. Staffing

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

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

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

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

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

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

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

2.4.4. Supported Visits

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

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

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

2.4.5. Educational Services

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

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

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

2.4.5.3.1. Transitional Services.

2.4.5.3.2. Vocational Services.

2.4.5.3.3. Formal Education.

2.4.5.3.4. Training Programs.

2.4.5.3.5. Independent Living Skills.

2.4.6. Transportation

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

2.4.6.1.1. Court Hearings.

2.4.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.4.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.4.6.1.4. Recreation (clubs, sports, work).

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

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

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

2.4.6.2.3. Purchasing public transportation passes.

2.4.6.2.4. Paying for cab fare.

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

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

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

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

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

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

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

2.5. Level of Care 2, Intermediate Treatment

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

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

2.5.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

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

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- 2.5.2.1. Safe environment
- 2.5.2.2. Supervision dependent on the need of the individual and program model.
- 2.5.2.3. Community Supports
- 2.5.2.4. Access to public school education or alternative approved educational setting
- 2.5.2.5. Specialized social services
- 2.5.2.6. Behavior management,
- 2.5.2.7. Recreation
- 2.5.2.8. Clinical Services
- 2.5.2.9. Family Services
- 2.5.2.10. Vocational Training
- 2.5.2.11. Medication Monitoring, as clinically indicated
- 2.5.2.12. Crisis Intervention
- 2.5.3. **Staffing**
 - 2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.5.3.2.1. Direct Care Staff/Milieu
 - 2.5.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.5.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.5.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.5.3.2.1.4. Family Worker: Case Manager 1:8

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

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

2.5.3.2.2. Medical Care

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

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

2.5.4. Supported Visits

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

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

2.5.5. Educational Services

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

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

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

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- 2.5.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.5.5.4.1. Transitional Services.
 - 2.5.5.4.2. Vocational Services.
 - 2.5.5.4.3. Formal Education.
 - 2.5.5.4.4. Training Programs.
 - 2.5.5.4.5. Independent Living Skills.
- 2.5.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.
- 2.5.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.5.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.5.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.5.6. **Transportation**
 - 2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
 - 2.5.6.1.1. Court Hearings.
 - 2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.5.6.1.4. Recreation (clubs, sports, work).
 - 2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

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- their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.5.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.5.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.5.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.5.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.5.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.5.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

3. Specific Residential Treatment Program Requirements

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

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

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positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

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

3.3.1. Orion House Independent Living

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:6	1:8
Direct Care 2nd shift	Milieu 1:6	1:8
Direct Care Overnight	Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight	1:8
Clinical Ratio	1:10	1:16
Family Worker	1:8	1:16
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	Not required	1:8
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	If Q RTP Clinical and Nursing 24/7 available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
	* Not required indicates that a	

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	specific position/personnel was not required or as a ratio	
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3.4. Level of Care 2, Intermediate Treatment

3.4.1. Orion House Intermediate Treatment

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	1:4
Direct Care 2nd shift	Milieu 1:4	1:4
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:8
Clinical Ratio	1:10	1:16
Family Worker	1:8	1:16
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	1:8
Board certified behavioral analyst (BCBA)	Not required	
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Other	* Not required indicates that a specific	

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	position/personnel was not required or as a ratio	
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- 3.5. Reserved
- 3.6. Reserved
- 3.7. Reserved
- 3.8. Reserved
- 3.9. Reserved
- 3.10. Reserved

4. Exhibits Incorporated

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

5. Reporting Requirements

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.

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Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

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

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- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

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

6. Performance Measures

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

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours (e.g., email or phone call on availability and next steps) • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners

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

and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.

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

- 6.2.2.7.2. Programs and services provided.
- 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after).
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal

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advancement, in providing consistent, high-quality services.

- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management; improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

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

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

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- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
- 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision

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**New Hampshire Department of Health and Human Services
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of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

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

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Payment Terms

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

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



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

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient; in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program - Orion House Level 1	
Residential for eligible youth per day	\$207.40
Program - Orion House Level 2	
Residential for eligible youth per day	\$211.70

- 4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and

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



emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$1,301,055.00
 - 4.5.2. SFY 22: \$433,685.00
 - 4.5.3. SFY 23: \$433,685.00
 - 4.5.4. SFY 24: \$433,685.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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



- 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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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:

6/30/2021

Date

DocuSigned by:

Danielle Paranto

Name: Danielle Paranto

Title: Executive Director



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:

6/30/2021

Date

DocuSigned by:

Danielle Paranto

Name: Danielle Paranto

Title: Executive Director

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Vendor Initials

6/30/2021

Date

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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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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/30/2021

Date

DocuSigned by:

Danielle Paranto

Name: Danielle Paranto

Title: Executive Director

DS
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Contractor Initials

Date 6/30/2021

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.

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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:

6/30/2021

Date

DocuSigned by:

Danielle Paranto

Name: Danielle Paranto

Title: Executive Director

Exhibit G

Contractor Initials

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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 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:

6/30/2021

Date

DocuSigned by:

Danielle Paranto

Name: Danielle Paranto

Title: Executive Director

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.

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Date 6/30/2021



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



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

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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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Contractor Initials

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Date 6/30/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/30/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State of New Hampshire
Katja Fox
 Signature of Authorized Representative
 Katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 7/9/2021
 Date

Orion House Inc
 Name of the Contractor
Danielle Paranto
 Signature of Authorized Representative
 Danielle Paranto
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6/30/2021
 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:

6/30/2021

Date

DocuSigned by:

Danielle Paranto

Name: Danielle Paranto

Title: Executive Director

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Contractor Initials

Date 6/30/2021



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: 101404580

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Residential Treatment Services for Children's Behavioral Health is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Webster House ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2021 (item #14), 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, 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 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 1.8, Price Limitation, to read:
\$4,543,650
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2301NHFOST
 - 1.2. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2301NHTANF
 - 1.3. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2301NHADPT
 - 1.4. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2305NH5ADM
 - 1.5. General Funds
4. Modify Exhibit C, Payment Terms, Section 2, to read:
 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the following:
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES-100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM

SERVICES-100% General Funds

- 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT-50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT-100% General Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT-100% General Funds
 - 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT-50% Federal Funds and 50% General Funds
 - 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS-50% Federal Funds and 50% General Funds
5. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.1. to read:
- 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the Contract. Rates may be reviewed every two years to follow the State’s biennium to consider rate adjustments.

4.1.1

Program – Webster House Level 2	
Residential for eligible youth per day effective 7/1/2021 to 6/30/2022	\$327.08
Residential for eligible youth per day effective 7/1/2022 to 6/30/2023	\$369.39

- 4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.1.3 For the purpose of this Agreement, funds in the amount of \$182,523.00 shall be provided to the Contractor, for the expenses incurred to obtain Accreditation and identification as a Qualified Residential Treatment Program (QRTP) as specified in Ex C-1 C Accreditation Budget; the total of all such payments shall not exceed the specified Accreditation Budget total. All DHHS payments to the Contractor for the Accreditation Budget shall be made on a cost reimbursement basis.
- 4.1.3.1 In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager - BCBH
 Department of Health and Human Services
 105 Pleasant Street

ds


Concord, NH 03301

- 4.1.3.2 The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.1.3.3 The final invoice and supporting documentation for authorized Accreditation Budget expenses shall be due to the Department no later than forty (40) days after the final cost have been incurred by the Contractor in line with the budget.

6. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.5 to read:

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

- 4.5.1. Sub-total: \$4,361,127.00
- 4.5.2. SFY 22: \$705,564.00
- 4.5.3. SFY 23: \$2,144,148.00
- 4.5.4. SFY 24: \$1,511,415.00

7. Add Exhibit C-1, Amendment #1, Accreditation Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective to August 11, 2021, 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

6/2/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Webster House

6/2/2023

Date

DocuSigned by:

Michelle Omalley

Name: Michelle Omalley

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2023

Date

DocuSigned by:
Robyn Guarino
748734844941480
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:

Accreditation expenses for residential treatment programs	
Basic information	
Webster House	Project ID: RFP-2021-DBH-12-RESID-14-A01

Line Item	Amount requested	Notes (if needed)
Personnel costs	\$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	\$ 182,523.00	
Lease		
Maintenance and utilities		
Other facility costs	182,523.00	attic renovations
Program materials and supplies	\$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	\$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	\$ -	
Program license or other fees		
Program training (initial)		
Other EBP or program model costs		
Systems costs related to program	\$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	\$ -	
Consulting		
Sub-contracting		
Equipment	\$ -	
Vehicles		
Furniture		
Technology Equipment		
Other Equipment		
Telecommunication	\$ -	
Phones/Walkie Talkies		
Internet Service		
Other Telecommunication		
Client Provisions	\$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other accreditation costs	\$ -	
Total accreditation costs	\$ 182,523.00	

MS

6/2/2023

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 WEBSTER HOUSE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 25, 1897. 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: 68720

Certificate Number: 0006239549



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Ed Ithier, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Webster House. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on May 18, 2023
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Michelle O'Malley (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

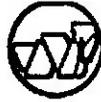
Webster House with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

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 to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 6/2/23

ATTEST: Ed Ithier President Board of
(Name & Title) DIRECTORS



Webster House
BUILDING CHILDREN'S FUTURES TOGETHER

Webster House Children's Home

Mission: To provide a safe, supportive home for children who are unable to live at home primarily for reasons of abuse, neglect or difficulties in the community.

WEBSTER HOUSE
FINANCIAL STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2021 AND 2020

**WEBSTER HOUSE
FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020**

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PROFESSIONAL ASSOCIATION

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**MEMBERS OF THE
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS**
**MEMBER FIRM OF AICPA
PRIVATE COMPANIES
PRACTICE SECTION**

INDEPENDENT AUDITOR'S REPORT

August 17, 2022

To the Board of Directors
of the Webster House

Opinion

We have audited the accompanying financial statements of the Webster House (a nonprofit organization), which comprise the statements of financial position as of December 31, 2021 and 2020, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Webster House as of December 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Webster House and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Webster House's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an

auditor's report that includes our opinion. 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 will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, 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 the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Webster House's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Webster House's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*F. G. Briggs, Jr., CPA
Professional Association*

WEBSTER HOUSE
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2021 AND 2020

ASSETS

	<u>2021</u>	<u>2020</u>
Assets		
Cash and equivalents	\$ 134,300	\$ 405,979
Accounts receivable	56,250	76,351
Grants receivable	40,000	-
Prepaid expenses	10,394	6,148
Endowment assets	7,603,783	6,930,701
Beneficial interests in perpetual trusts	204,498	194,530
Land, building and equipment, net	<u>497,156</u>	<u>536,424</u>
TOTAL ASSETS	<u>\$ 8,546,381</u>	<u>\$ 8,150,133</u>

LIABILITIES AND NET ASSETS

	<u>2021</u>	<u>2020</u>
Liabilities		
Accrued expenses	\$ 47,752	\$ 34,963
Accounts payable	<u>19,466</u>	<u>9,835</u>
Total Liabilities	<u>67,218</u>	<u>44,798</u>
Net Assets		
Net assets without donor restrictions	<u>1,763,963</u>	<u>1,998,484</u>
Net assets with donor restrictions		
Purpose restricted	883,752	810,405
Perpetual in nature	<u>5,831,448</u>	<u>5,296,446</u>
Net assets with donor restrictions	<u>6,715,200</u>	<u>6,106,851</u>
Total Net Assets	<u>8,479,163</u>	<u>8,105,335</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,546,381</u>	<u>\$ 8,150,133</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	\$ 318,708	\$ 300,886
Fees and grants from governmental agencies, recurring	643,830	858,294
Fees and grants from governmental agencies, non-recurring	20,850	288,600
Investment income	101,035	88,701
Charitable gaming	78,408	48,045
Special event, net of direct expenses in the amounts of \$- for 2021 and \$5,500 for 2020	-	16,050
Gain on sale of assets	-	6,250
Total Unrestricted Support, Revenues and Gains	<u>1,162,831</u>	<u>1,606,826</u>
Net Assets Released from Restrictions	<u>234,627</u>	<u>201,855</u>
Total Unrestricted Support, Revenues, Gains and Reclassifications	<u>1,397,458</u>	<u>1,808,681</u>
Expenses		
Program Services		
Room, board, care and support	<u>1,377,293</u>	<u>1,360,530</u>
Supporting Services		
Fundraising	37,044	52,552
Management and general	217,642	211,443
Total Supporting Services	<u>254,686</u>	<u>263,995</u>
Total Expenses	<u>1,631,979</u>	<u>1,624,525</u>
Change in Net Assets without Donor Restrictions	<u>(234,521)</u>	<u>184,156</u>
NET ASSETS WITH DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	128,512	53,168
Fees and grants from governmental agencies, non-recurring	-	72,984
Investment income	714,464	574,278
Total Donor Restricted Support, Revenues and Gains	<u>842,976</u>	<u>700,430</u>
Net Assets Released from Restrictions	<u>(234,627)</u>	<u>(201,855)</u>
Change in Net Assets with Donor Restrictions	<u>608,349</u>	<u>498,575</u>
Change in Net Assets	<u>373,828</u>	<u>682,731</u>
Net Assets, Beginning of Year	<u>8,105,335</u>	<u>7,422,604</u>
Net Assets, End of Year	<u>\$ 8,479,163</u>	<u>\$ 8,105,335</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2021

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund- raising	Management and General	Total Supporting Services	2021
Employee Compensation					
Salaries and wages	\$ 937,508	\$ 22,059	\$ 143,384	\$ 165,443	\$ 1,102,951
Payroll taxes	70,634	1,662	10,803	12,465	83,099
Benefits - group health	74,225	1,746	11,352	13,098	87,323
	<u>1,082,367</u>	<u>25,467</u>	<u>165,539</u>	<u>191,006</u>	<u>1,273,373</u>
Insurance	37,814	890	5,783	6,673	44,487
Utilities	23,723	510	1,276	1,786	25,509
Provisions	41,454	-	-	-	41,454
Transportation	7,698	79	78	157	7,855
Program activities	25,890	-	-	-	25,890
Repairs and maintenance	29,396	632	1,581	2,213	31,609
Advertising	2,283	49	123	172	2,455
Household supplies and expenses	8,419	181	453	634	9,053
Office supplies and expenses	27,878	464	3,017	3,481	31,359
Professional services	-	7,611	36,344	43,955	43,955
Allowance and jobs	6,947	-	-	-	6,947
Telephone	5,809	137	888	1,025	6,834
Clothing	2,236	-	-	-	2,236
Staff training	23,000	-	-	-	23,000
Christmas and other gifts	4,656	-	-	-	4,656
School supplies and expense	54	-	-	-	54
Medical expenses	60	-	-	-	60
Total expenses before depreciation	<u>1,329,684</u>	<u>36,020</u>	<u>215,082</u>	<u>251,102</u>	<u>1,580,786</u>
Depreciation	47,609	1,024	2,560	3,584	51,193
Total expenses	<u>\$ 1,377,293</u>	<u>\$ 37,044</u>	<u>\$ 217,642</u>	<u>\$ 254,686</u>	<u>\$ 1,631,979</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2020

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund- raising	Management and General	Total Supporting Services	2020
Employee Compensation					
Salaries and wages	\$ 915,887	\$ 32,710	\$ 141,745	\$ 174,455	\$ 1,090,342
Payroll taxes	69,416	2,479	10,743	13,222	82,638
Benefits - group health	86,386	3,085	13,369	16,454	102,840
	<u>1,071,689</u>	<u>38,274</u>	<u>165,857</u>	<u>204,131</u>	<u>1,275,820</u>
Insurance	43,792	1,564	6,777	8,341	52,133
Utilities	21,390	460	1,150	1,610	23,000
Provisions	50,068	-	-	-	50,068
Transportation	10,929	112	111	223	11,152
Program activities	20,613	-	-	-	20,613
Repairs and maintenance	14,260	307	766	1,073	15,333
Household supplies and expenses	15,065	324	810	1,134	16,199
Office supplies and expenses	17,970	354	1,534	1,888	19,858
Professional services	-	9,989	31,201	41,190	41,190
Allowance and jobs	8,148	-	-	-	8,148
Telephone	4,825	172	747	919	5,744
Clothing	2,637	-	-	-	2,637
Staff training	24,899	-	-	-	24,899
Christmas and other gifts	4,886	-	-	-	4,886
School supplies and expense	2,582	-	-	-	2,582
Medical expenses	463	-	-	-	463
Total expenses before depreciation	<u>1,314,216</u>	<u>51,556</u>	<u>208,953</u>	<u>260,509</u>	<u>1,574,725</u>
Depreciation	46,314	996	2,490	3,486	49,800
Total expenses	<u>\$ 1,360,530</u>	<u>\$ 52,552</u>	<u>\$ 211,443</u>	<u>\$ 263,995</u>	<u>\$ 1,624,525</u>

See Notes to Financial Statements

WEBSTER HOUSE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Cash Flows from Operating Activities		
Change in net assets	\$ 373,828	\$ 682,731
Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:		
In-kind donations	(3,619)	(6,924)
Depreciation	51,193	49,800
Gain on sale of fixed asset	-	(6,250)
Net realized and unrealized (gains) and losses on investments	(688,284)	(573,877)
(Increase) decrease in accounts receivable	20,101	(30,031)
(Increase) decrease in grants receivable	(40,000)	10,000
(Increase) decrease in prepaid expenses	(4,246)	(225)
Increase (decrease) in accounts payable and accrued expenses	22,420	13,424
	<u>(642,435)</u>	<u>(544,083)</u>
Net cash provided by (used for) operating activities	<u>(268,607)</u>	<u>138,648</u>
Cash Flows for Investing Activities		
Payments for the purchase of property	(15,325)	(25,664)
Purchases of long-term investments	(4,827,529)	(2,075,681)
Proceeds from the sale of long-term investments	4,836,382	2,114,174
Proceeds from the sale of fixed asset	3,400	6,250
	<u>(3,072)</u>	<u>19,079</u>
Net cash provided by (used for) investing activities	<u>(3,072)</u>	<u>19,079</u>
Net increase (decrease) in cash and cash equivalents	(271,679)	157,727
Cash and equivalents, beginning of year	405,979	248,252
Cash and equivalents, end of year	<u>\$ 134,300</u>	<u>\$ 405,979</u>

See Notes to Financial Statements

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 1: NATURE OF ORGANIZATION

The Webster House (the Organization), a not-for-profit located in Manchester, New Hampshire, provides board, care, support and guidance to children ages 8-18 in a group home environment. The average monthly census ranges from six to twelve teenagers. The Organization receives approximately 56% of its funding from federal sources and the State of New Hampshire.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Presentation

The accompanying financial statements have been prepared in accordance with standards of the Accounting and Financial Reporting for Not-for-Profit Organizations as promulgated by the American Institute of Certified Public Accountants. They are stated on the accrual basis and include all material accounts receivable and accounts payable.

Accounting Pronouncements Adopted

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, "Revenue from Contracts with Customers (Topic 606)". This ASU supersedes the revenue recognition requirements in "Topic 605, Revenue Recognition", and most industry-specific guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Organization adopted this ASU on January 1, 2020.

A portion of the Organization's revenue is derived from cost-reimbursable state contracts and grants, which are conditioned upon daily room, board, care and support services provided to each resident. Amount received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant performance requirements (provided daily services to each resident).

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Statement Presentation

The Organization follows the recommendation of the Financial Accounting Standards Board as applicable to not-for-profit organizations. Under these standards, the Organization is required to report information regarding its financial position and activities according to two classes of net assets, as applicable: net assets with donor restrictions or net assets without donor restrictions.

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

The part of net assets of a not-for-profit entity that is subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

Net Assets without Donor Restrictions

The part of net assets of a not-for-profit that is not subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

A donor-imposed restriction is a donor stipulation (donors include other types of contributors, including makers of certain grants) that specifies a use for a contributed asset that is more specific than broad limits resulting from the following:

- a. The nature of the not-for-profit entity (NFP)
- b. The environment in which it operates
- c. The purposes specified in its articles of incorporation or bylaws or comparable documents for an unincorporated association.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law. Expirations of temporary restrictions on net assets, that is, the donor-imposed stipulated purpose having been accomplished and/or the stipulated time period having lapsed, are recorded as reclassifications between the applicable classes of net assets. Temporary restricted donor contributions received and spent within the same year are recorded as net assets without donor restrictions.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Receivables

Accounts receivable do not include an allowance for doubtful accounts since the Organization believes all amounts to be collectible.

Investments

Investments, which consist of marketable securities, are stated at their fair value based on quoted market prices. Investment income is allocated to the various funds within the without donor restrictions and with donor restriction funds based on their proportion of fair value. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

Property and Equipment

Land, building and equipment is carried at cost or fair market value at the date of acquisition or donation. Depreciation is recorded on building and equipment under the straight-line method based on estimated useful lives. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Contributed Services and Items

The value of contributed services of volunteers is not reflected in these statements since the criteria for recording was not met. Contributed items are recorded at their estimated fair market value at the date of donation.

Unconditional Promises to Give

Unconditional promises to give are recognized as revenues and assets in the period received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services are presented on a functional basis in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are directly charged to the appropriate activity, where feasible. The financial statements report certain categories of expenses that are attributable to more than one program or function. Therefore, they may require allocation on a reasonable basis that is consistently applied. This basis included building use percentage and personnel cost allocations. Personnel costs are allocated based on the estimates of time and effort.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates

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

Income Taxes

The Organization is a 501(c)(3) organization exempt from income tax under Section 501(a) of the Internal Revenue Code. The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record. The Organization's tax returns for the tax years 2019 to 2021 are subject to examination.

Reclassifications

Certain reclassifications have been made for consistent presentation.

NOTE 3: RISKS AND UNCERTAINTIES

On January 30, 2020, the World Health Organization declared the novel coronavirus (COVID-19) a Public Health Emergency of International Concern. Later, on March 11, 2020, the World Health Organization made the assessment that COVID-19 was a global health pandemic. Measures taken by federal, state, and local officials to contain the spread of the virus, including travel bans, quarantines, social distancing, and closures of nonessential services have triggered significant disruptions to businesses, resulting in an economic slowdown. Throughout the pandemic, management has continued to evolve to better support the Organization and its residents, despite the COVID-19 restrictions placed on the residents. Fundraising efforts were impacted by COVID-19. In 2020, the Organization's annual in-person spring raffle was replaced with a remote raffle held in the fall. In 2021, the raffle was not held.

In an effort to counter the COVID-19 virus' impact on operations, the Organization applied for and received \$20,850 and \$288,600 from various funding from federal and state sources for 2021 and 2020, respectively (see Note 11).

The global outbreak of COVID-19 continues to rapidly evolve, and the ultimate impact of the pandemic is highly uncertain. The COVID-19 outbreak may adversely impact future finances and operations through the potential decline in contribution income and federal/state grants related to COVID-19 relief. In addition, potential volatility in the financial markets could cause a decline in investment income and fair market values. However, at this time the Organization cannot accurately predict the full extent of the impact. The Organization continues to monitor developments and the directives of federal, state and local officials to determine what additional policies and procedures need to be implemented by the Organization.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 4: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available to meet cash needs for general expenditures within one year. The Organization's working capital and cash flows have minimal variation throughout the year. The minimal variation results from sporadic donations received at varying times throughout the year.

The Organization currently withdraws approximately two percent per month of the endowment fund's value for operating expenditures. The Organization has the option to withdraw additional funds to supplement operating expenses.

As part of the Organization's liquidity management, it invests cash in excess of general operating requirements in certificates of deposit or marketable securities.

Current financial assets at year end:	<u>2021</u>	<u>2020</u>
Cash and equivalents	\$ 134,300	\$ 405,979
Accounts and grants receivable	96,250	76,351
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 230,550</u>	<u>\$ 482,330</u>

NOTE 5: CONCENTRATIONS OF CREDIT RISK

The Organization maintains several bank accounts at different financial institutions which at times may exceed the federally insured limits. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Normally, accounts receivable consists primarily of amounts due from the State of New Hampshire.

NOTE 6: INVESTMENTS AND FAIR VALUE MEASUREMENTS

Generally accepted accounting principles defines fair value as the price that would be received for an asset or paid to transfer a liability (an exit price) in the Organization's principal or most advantageous market in an orderly transaction between market participants on the measurement date.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 6: INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

This principle establishes a fair value hierarchy which requires the Organization to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the Organization has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect the Organization's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy.

The following is a description of the valuation methods and assumptions used by the Organization to estimate the fair values of certain financial instruments:

The fair values of cash, fixed income, mutual funds and common stock equities are readily marketable and are determined by obtaining quoted prices on nationally recognized securities exchanges (Level 1 inputs).

Endowment assets are held with UBS. Funds without donor restrictions and funds with donor restrictions are pooled into four investment accounts holding marketable securities. They are recorded at fair value at December 31, 2021 and 2020, as summarized below. Accrued interest is included in bond values.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 6: INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

	2021	
	Fair Value	Cost
Cash	\$ 236,276	\$ 236,276
U.S. government obligations	594,922	589,126
Corporate bonds	352,507	349,314
Asset backed bonds	137,016	138,574
Mutual funds	1,150,662	1,168,334
Common stock	5,132,400	4,029,087
Total held by UBS	<u>\$ 7,603,783</u>	<u>\$ 6,510,711</u>
Unrealized appreciation		<u>\$1,093,072</u>

	2020	
	Fair Value	Cost
Cash	\$ 226,363	\$ 226,363
U.S. government obligations	1,029,396	970,053
Corporate bonds	808,510	767,753
Asset backed bonds	67,714	66,758
Mutual funds	341,038	326,471
Common stock	4,457,680	3,120,424
Total held by UBS	<u>\$ 6,930,701</u>	<u>\$ 5,477,822</u>
Unrealized appreciation		<u>\$1,452,879</u>

NOTE 7: BENEFICIAL INTEREST IN PERPETUAL TRUSTS

The Organization is a beneficiary of two perpetual interest trusts administered by Citizens Bank. Fair value has been determined using quoted prices for identical assets (level 1 input). The fair market values of the Organization's share of the assets held by these trusts are as follows:

	2021	2020
Frank E. Green Trust	\$ 28,864	\$ 29,336
Eliza B. Green Trust	175,634	165,194
Total	<u>\$ 204,498</u>	<u>\$ 194,530</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 8: LAND, BUILDING AND EQUIPMENT

A summary of land, building and equipment follows:

	<u>2021</u>	<u>2020</u>
Land, building and improvements	\$ 1,324,251	\$ 1,308,926
Furniture and fixtures	129,052	129,052
Equipment	185,125	188,525
	<u>1,638,428</u>	<u>1,626,503</u>
Accumulated depreciation	(1,141,272)	(1,090,079)
	<u>\$ 497,156</u>	<u>\$ 536,424</u>

The estimated useful lives for depreciation are five through 50 years.

NOTE 9: NET ASSETS

Net assets are further broken down as follows:

	<u>2021</u>	<u>2020</u>
Net Assets without Donor Restrictions		
Board designated	\$ 72,929	\$ 65,914
Undesignated	1,691,034	1,932,570
Total	<u>1,763,963</u>	<u>1,998,484</u>
Net Assets with Donor Restrictions		
<u>Purpose restricted</u>		
Grants	193,832	179,947
Unappropriated endowment fund income	689,920	630,458
Subtotal	<u>883,752</u>	<u>810,405</u>
<u>Perpetual in nature</u>		
Legacies	5,582,570	5,057,536
Beneficial interests in perpetual trusts	204,498	194,530
Trust funds - Christmas, clothing, outward bound	44,380	44,380
Subtotal	<u>5,831,448</u>	<u>5,296,446</u>
Total	<u>6,715,200</u>	<u>6,106,851</u>
Total Net Assets	<u>\$ 8,479,163</u>	<u>\$ 8,105,335</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 10: ENDOWMENT FUND

The Organization's endowment consists of four funds. As required by generally accepted accounting principles, the net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions, as presented in Note 9.

Interpretation of Relevant Law

The Board of Directors of the Organization has interpreted the State of New Hampshire's Uniform Prudent Management of Institutional Funds Act as requiring the management of the funds to comply with the intent of the donors and to manage and invest the fund in good faith and with the care an ordinarily prudent person would exercise under similar circumstances. The Board also interprets the law to state that gains and losses on endowment funds should be allocated to net assets with donor restrictions. As a result of these interpretations, the Organization classifies as net assets with donor restrictions (a) the original value of gifts donated, (b) the original value of gifts subsequently donated and (c) accumulations of gains, both realized and unrealized. Any remaining portion of accumulations is classified as net assets with donor restrictions until those amounts are appropriated for expenditure.

The Organization also interprets the law to state that the Board may determine appropriations for expenditures, up to limits cited in the law, and accumulations of the endowments as the Board deems appropriate. In accordance with the law, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the endowment fund
- (2) The purposes of the Organization and the endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation or deflation
- (5) The expected total return from income and the appreciation/depreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment funds that attempt to provide a predictable stream of funding for programs while seeking to preserve the fund. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. The Organization currently holds equities as well as fixed income government and corporate bonds employing a moderate level of investment risk. Investment returns consist both of capital appreciation (realized and unrealized) and current yield (interest and dividends).

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 10: ENDOWMENT FUND (continued)**Strategies Employed for Achieving Objectives**

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

Spending Policy

The Organization's policy allows interest and dividend income for distribution. The actual distribution is approximately two percent of its endowment fund's average value and the amount is based on the annual need determined in the budget process. The remaining amount of interest and dividends is classified as net assets with donor restrictions effective for the years ended December 31, 2021 and 2020. The funds average return rate has been approximately seven percent. The Organization's policy is to distribute the minimum amount necessary to fund program operations. This policy is consistent with the Organization's objective to maintain and grow the fund.

Changes in Endowment Assets - 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets beginning of year	\$ 1,198,327	\$ 5,732,374	\$ 6,930,701
Additions	3,620	-	\$ 3,620
Investment return:			
Investment income	35,914	146,765	\$ 182,679
Investment fees	(71,533)	-	\$ (71,533)
Net realized gain (loss)	180,083	858,040	\$ 1,038,123
Net unrealized gain (loss)	<u>(59,498)</u>	<u>(300,309)</u>	<u>\$ (359,807)</u>
Total investment return	84,966	704,496	789,462
Appropriation of endowment assets for expenditure	<u>-</u>	<u>(120,000)</u>	<u>\$ (120,000)</u>
Endowment net assets end of year	<u>\$ 1,286,913</u>	<u>\$ 6,316,870</u>	<u>\$ 7,603,783</u>

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 10: ENDOWMENT FUND (continued)**Changes in Endowment Assets - 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets beginning of year	\$ 1,113,697	\$ 5,293,061	\$ 6,406,758
Additions	3,524	-	\$ 3,524
Investment return:			
Investment income	26,987	110,282	\$ 137,269
Investment fees	(55,762)	-	\$ (55,762)
Net realized gain (loss)	30,528	124,753	\$ 155,281
Net unrealized gain (loss)	79,353	324,278	\$ 403,631
Total investment return	81,106	559,313	640,419
Appropriation of endowment assets for expenditure	-	(120,000)	\$ (120,000)
Endowment net assets end of year	<u>\$ 1,198,327</u>	<u>\$ 5,732,374</u>	<u>\$ 6,930,701</u>

NOTE 11: FEES AND GRANTS FROM GOVERNMENTAL AGENCIES

Recurring fees and grants from governmental agencies are comprised of funding from the State of New Hampshire to support daily operations.

Nonrecurring fees and grants from governmental agencies at December 31, 2021 and 2020 are comprised of the following:

In 2020, The Organization received \$72,984 from the State of New Hampshire's Department of Health and Human Services in relation to it becoming a certified residential treatment provider. At December 31, 2020, \$27,978 was unspent and included in restricted support. In 2021, all remaining funds were spent.

In response to the COVID-19 pandemic's effect on the operations of long term care facilities, the State of New Hampshire provided the Organization with \$20,850 and \$101,100 through the "Long Term Care Stabilization Program." for 2021 and 2020, respectively. The Organization was eligible to receive this funding since its frontline workers provided qualifying services for an approved Medicaid provider during the pandemic.

WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE 11: FEES AND GRANTS FROM GOVERNMENTAL AGENCIES (continued)

In an effort to counter the COVID-19 pandemic's negative impact on operations, the Organization applied for and received a \$187,500 forgivable Paycheck Protection Program loan in April 2020. This funding was provided under the federal Coronavirus Aid, Relief and Economic Security Act (CARES Act). The Organization complied with the terms of the loan which required it to use at least 75% of the loan proceeds on payroll costs (including benefits) and at most 25% on payments of mortgage interest, rent, utilities and interest on any other debt obligations during a set 24-week period. In November 2020, the Organization applied for and received forgiveness of the loan in full.

NOTE 12: INVESTMENT INCOME

Investment income for the years ended December 31, 2021 and 2020 is reported as follows:

	<u>2021</u>	<u>2020</u>
Without Donor Restrictions		
Interest and dividends	\$ 51,983	\$ 34,582
Investment fees	(71,533)	(55,762)
Net realized gain (loss)	180,083	30,528
Net unrealized gain (loss)	(59,498)	79,353
Total	<u>\$ 101,035</u>	<u>\$ 88,701</u>
With Donor Restrictions		
Interest and dividends	\$ 146,765	\$ 110,282
Net realized gain (loss)	858,040	124,753
Net unrealized gain (loss)	(290,341)	339,243
Total	<u>\$ 714,464</u>	<u>\$ 574,278</u>

NOTE 13: SUBSEQUENT EVENTS

Subsequent events have been evaluated through August 17, 2022, which is the date the financial statements were available to be issued.

As the COVID-19 virus continues to spread, the Organization remains hopeful that future potential disruptions to operations will be minimal; however, the related financial impact and duration of the pandemic cannot be reasonably estimated at this time.



Webster House

BUILDING CHILDREN'S FUTURES TOGETHER

2023 Webster House Board of Directors

Eddie Ithier,

President

SNHU

Matt Vasil,

Treasurer

Baker Newman Noyes

Kristin Faxon

Optum

Anne Marie Hafeman

Elliot Hospital

Nicole Howley

Nicole Howley Homes Group

Stacy Scarlett Martin

Stacy Scarlett Martin

Graphic Design

Sherry Nannis

WMUR

Heather Reardon

Anthem Blue Cross & Blue

Shield

Sara Janes Hoag,

Vice President

Primerica

Kathleen Stevens,

Secretary

St. Mary's Bank

Brianna Rivera

St. Mary's Bank

Crystal Rousseau

Loreal

Peter Richard

XMA Corporation

Hollie Strandson

Five North Realty Group, Inc.

Andrew Switzer

M&T Bank

Abby Tucker

Wadleigh, Starr & Peters,

P.L.L.C.

Grant Van Der Beken

The Hartford

Michelle O'Malley
michelle.omalley@websterhousenh.org

Webster House Children's Home, 2021-Present

Chief Executive Officer

Top-ranking position reporting to the Board of Directors. Responsible for providing the vision, leadership and management of the house as well as securing funding to support it.

- Leadership, oversight, and direction of staff and volunteers.
- Oversee the implementation of state certifications, program, funding, and staffing.
- Collaborate with the Board of Directors in creating and implementing a strategic plan.
- Implement a fundraising plan including grants, company partnerships and donors.
- Engage a wide range of stakeholders to build community partnerships.

March of Dimes, 2013-2020

Associate Executive Director, Northern New England June, 2019-November 2020

Senior Development Manager, Northern New England 2013-2019

Chief development officer responsible for events and relationships in NH, ME and VT markets.

- Strategize, plan and execute 8 annual fundraising events in Northern New England including March for Babies and Signature Chefs Auction. Raised \$500,000 in 2019.
- Develop revenue plans including core tactics and strategies to meet goals and YOY growth. Increased March for Babies corporate relationships and sponsorship by over 1000% and increased Signature Chef Auction overall revenue by over 250% since 2013.
- Recruit and steward 15 Board members. Manage relationships, communications, meeting preparation, and execution. Board members helped raise over \$100,000 in 2019.
- Recruit, motivate, and develop over 500 volunteers in the Northern New England Market. Articulate goals, outcomes and objectives to collaborate on reaching annual revenue goals.
- Provide mission visibility for 8 events through public relations outreach, press releases and interviews with Binnie Media radio stations and WMUR. Deliver social media posts pre and post event including several individual sponsor and logo lockup posts per event.
- Execute leadership through excellent work ethic, relationships, and strategic planning for 3 states. Manage increasing responsibilities to build networks and grow revenue.
- Manage operations, logistics, and keep expenses to 7% of the \$500,000 budget. Secure in-kind donations and discounted rates to keep all event expenses low.

Daniel Webster College, Nashua, New Hampshire 2010-2012

Dean of Students

Chief student affairs officer, responsible for housing, student activities, leadership, first-year programs, and student conduct.

- Designed *Freshman101: Strategies for Success*: curriculum, assessment, instructor preparation.
- Established, trained, chaired Student Conduct Review Board: adjudicated 25 hearings.
- Managed on-call schedule and crisis situations; Hospital first responder 2 times weekly.
- Collaborated with faculty to establish the Living Learning Community, a service initiative.

Brandeis University, Waltham, Massachusetts 2004-2010

Director of Community Living 2009–2010

Responsible for department operations, 1 million budget, human resources, and over 50 residential facilities. Managed facilities issues, safety procedures, customer service, and policy implementation.

Director of Orientation and First-Year Programs 2004–2009

Created and managed all new student programs. Orchestrated end-to-end orientation process: hiring staff, the publication of information, and execution of high profile programs.

- Provided daily crisis management, behavioral health interventions: on-call administrator.
- Established community service focused Living Learning Community programs.
- Implemented orientation program for over 1,000 incoming students, and families.
- Conceptualized and executed First Year Experience, Diversity Leadership, and *First-Year Experience: Spirit, Mind, and Body* course: curriculum, assessment, instructor preparation.

New York University, Stern School of Business, New York 2001-2004

Associate Director of Student Services

Created and managed all MBA student programs and professional conferences. Orchestrated end-to-end orientation process.

- Managed office and staff: hired, trained, supervised, and coached on policies.
- Implemented orientation program for MBA students.
- Coordinated conferences including high profile/CEO level keynote speakers
- Increased student involvement through events, leader training, and graduation activities.

Fordham University, Bronx, New York 1997-2000

Director of Student Activities, McGinley Student Center and Orientation

Managed services and operations within the student center. Orchestrated end-to-end orientation process: hiring/managing staff, the publication of information, and execution of programs.

Washington and Lee University, Lexington, Virginia 1994–1997

Director of Student Activities and Residential Programs

Charged with designing the University's first student activities office: Improved campus life with the design and implementation of non-Greek activities, leadership programs, and workshops.

Volunteer Experience:

Women's Business League of Londonderry, NH	2020-Present
Manchester Chamber of Commerce, Manchester, NH	2013-Present
Palace Theatre Advisory Board, Manchester, NH	2015-Present
Leadership New Hampshire, Class of 2021	2020-2021
BIA/Sojourn Partners Emerging Leader Program	2018-2019
Leadership Greater Manchester, Class of 2017	2016-2017

Education:

Springfield College, Springfield, Massachusetts 1994

Master of Education, Counseling and Psychological Services/Student Personnel Administration

Western New England University, Springfield, Massachusetts 1991

Bachelor of Science, Business Administration/Human Resources Management

BLAIR STAIRS

Blair.stairs@websterhouseh.org

EXPERIENCE

JAN. 2021 – PRESENT

EXECUTIVE DIRECTOR, WEBSTER HOUSE

- Responsible for leading and supervising a team of residential counselors and administration
- Ensuring the financial growth and stability of the program
- Monitoring and maintaining the well-being of clients served
- Overseeing program operations and needs and monitoring staffing needs
- Maintaining and creating new community connections for the program
- Providing emergency on-call support to residential staff
- Working collaboratively with a Board of Directors to ensure the stability and longevity of the program.

FEB 2019 – JAN. 2021

ASSISTANT DIRECTOR/CLINICAL COORDINATOR, WEBSTER HOUSE

- Responsible for screening referrals and coordinating client interviews
- Completing intakes and assessments of new clients, developing strength-based treatment plans for clients and coordinating and conducting team meetings
- Communicating and collaborating with referral sources, family, and treatment team members
- Organizing and leading bi-weekly group counseling sessions, and providing individual counseling and crisis intervention to clients as needed
- Supervising case managers to ensure the needs of the clients and Case Managers are being met.
- Responsible for conducting educational in-service trainings for staff, leading staff meetings, and providing emergency on-call support to residential staff.

OCT. 2013 – JAN. 2019

CASE MANAGER, WEBSTER HOUSE

- Responsible for ensuring the needs of assigned clients are met through collaboration with community agencies for medical, dental, and mental health care appointments
- Assisting with developing and monitoring client progress toward treatment goals through monthly reporting and participation in team treatment meetings, and counseling clients in individual and group settings
- Preparing and presenting case files for annual state site evaluations
- Monitoring client progress in community settings such as home, counseling, and school
- Communicating and collaborating with referral sources, family, and treatment team members.

SEPT. 2012 – OCT. 2013

RESIDENTIAL COUNSELOR, WEBSTER HOUSE

- Responsible for assessing and overseeing the direct care and well-being of clients, transporting clients to appointments, and counseling clients weekly on progress within program.

EDUCATION

MAY 2021

MASTER OF SOCIAL WORK, UNIVERSITY OF NEW HAMPSHIRE

CERTIFICATE IN CHILD WELFARE, UNIVERSITY OF NEW HAMPSHIRE

- Awarded two behavioral health scholarships for academic achievements
- Received highest honors

MAY 2013

BACHELOR OF ARTS IN PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY

- Concentration in Child and Adolescent Psychology
- Received highest honors
- Awarded an academic scholarship
- President's list.

SKILLS

- Trained in NH Medication Dispensing
- CPR/First Aid trained
- Water Safety Certified
- Trained in Trust Based Relational Interventions
- De-escalation trained in M.O.A.B

ACTIVITIES

I enjoy engaging in fundraising activities annually that enable youth to engage in outdoor activities that increase mental health stability.

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Michelle O'Malley	Chief Executive Officer	\$104,000
Blair Stairs	Executive Director	\$78,749

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shiblette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

June 28, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,238.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,298,503.00	6,298,503.00	19,903,207.01

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,969,840.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

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

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

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

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

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

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

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

EXPLANATION

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

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

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

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

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

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

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

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

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

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHF0ST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

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

Respectfully submitted,



Lori A. Shiblinette
Commissioner



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewer Name and Title

- 1. Robert Rodier, Administrator for DCYF
- 2. Richard Saraso, Administrator for DCYF
- 3. Shawn Blakey, Program Specialist IV, CBH
- 4. Paige Morgan, Youth Voice
- 5. Tanja Godfredsen, Business Administrator, Finance



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	78
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Ann's Home, Inc.	St. Ann's	85
10	Webster House	Webster	75

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanya Godfredsen, Business Administrator, Finance



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RF-P-2021-024-12-RCSO		
LEVEL OF CARE	Level 2	Level 3	TOTAL SCORE
1	Developmental Services	Developmental Level 2 Intensive	70
2	Family Based	Family - Intensive	65
3	Family Based	Family - Intensive	65
4	Family Based	Family - Intensive	65
5	Family Based	Family - Intensive	65
6	Home for Life (Residential)	Residential	72
7	Mount Prospect Academy, Inc.	Mount	69
8	Mount Prospect Academy, Inc.	Option A All-Ways	67
9	Mount Prospect Academy, Inc.	Option A Red Farm Pkg	64
10	Mount Prospect Academy, Inc.	Option A PBS Program	64
11	Mount Prospect Academy, Inc.	Option A Summit Pkg	64
12	Mount Prospect Academy, Inc.	Option C Core Program	64
13	Mount Prospect Academy, Inc.	Option C Core Pkg	64
14	Mount Prospect Academy, Inc.	Option D Best Care Campaign	64
15	Pro Human Servs Center	Pro	73
16	Seaside Academy & Family Services	Seaside	66
17	Seaside Academy & Family Services	Seaside	66
18	Seaside Academy & Family Services	Seaside	66
19	St. Ann Home, Inc.	Option A	67
20	St. Ann Home, Inc.	Level 3, Option C	67
21	Stanton School, Inc.	Stanton	65
22	Thomson Pregnancy Institute, Inc.	Thomson	61
23	Wineyard Academy, Inc.	Option A	61

Reference: Item and ID#

- 1 Ann Lambert, Program Specialist IV, CSH
- 2 Charles Reed, Program Specialist IV, CSH
- 3 Kathleen Reed, Program Specialist IV, CSH
- 4 Justice Heston, Administrator, CSH
- 5 Seth Lyman, Administrator, CSH
- 6 Anthony Lopez, Program Specialist IV, CSH



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-OBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mantor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	86
5	St. Ann's Home, Inc.	Option B CBAT	81
6	St. Ann's Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mantor ABI (NeuroRestorative)	Option C ICBAT	83

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Ungaret, Director for CBH
- 4 Rebecca Frederis, Administrator, DOE
- 5 Tarja Godfredsen, Business Administrator, Finance
- 6 Elizabeth Lalontaine, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

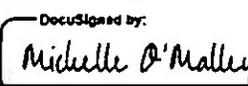
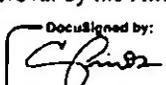
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Webster House		1.4 Contractor Address 135 Webster Street, Manchester, NH 03104	
1.5 Contractor Phone Number (603) 622-8013 Ext: 2	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$2,116,692
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: 6/14/2021		1.12 Name and Title of Contractor Signatory Michelle O'Malley CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/14/2021		1.14 Name and Title of State Agency Signatory Katja Fox 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: 6/14/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials MB
 Date 6/14/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT:

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency



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- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

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Residential Treatment Services for Children's Behavioral Health
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- 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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EXHIBIT B**

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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



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1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. **Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention-Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

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

1.15.1.1. Youth Voice and Engagement

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

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

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

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

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

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

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and parents feels valued and heard.

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

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

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

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

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

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

1.16. Cultural and Linguistic Diversity

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

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

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

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- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

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- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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

1.21. Evidence Based Practices

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

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

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

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

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

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- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.
- 1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**
 - 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
 - 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
 - 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the



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

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				03 <i>MD</i>

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Reserved				
Level of Care 2, Intermediate Treatment	Webster House	Manchester, NH	19	N/A
Reserved				

2.4. **Reserved**

2.5. **Reserved**

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

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

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

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

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

2.6.2.1. Safe environment

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

2.6.2.3. Community Supports

2.6.2.4. Access to public school education or alternative approved educational setting

2.6.2.5. Specialized social services

2.6.2.6. Behavior management,

2.6.2.7. Recreation

2.6.2.8. Clinical Services

2.6.2.9. Family Services

2.6.2.10. Vocational Training

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2.6.2.11. Medication Monitoring, as clinically indicated

2.6.2.12. Crisis Intervention

2.6.3. Staffing

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

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

2.6.3.2.1. Direct Care Staff/Milieu

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

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

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

2.6.3.2.1.4. Family Worker: Case Manager 1:8

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

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

2.6.3.2.2. Medical Care

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

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

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

2.6.4. Supported Visits

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

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

2.6.5. Educational Services

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

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

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

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

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supporting individuals pursuing higher education or independent living with the following but not limited to:

2.6.5.4.1. Transitional Services.

2.6.5.4.2. Vocational Services.

2.6.5.4.3. Formal Education.

2.6.5.4.4. Training Programs.

2.6.5.4.5. Independent Living Skills.

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

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

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

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

2.6.6. Transportation

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

2.6.6.1.1. Court Hearings.

2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.6.6.1.4. Recreation (clubs, sports, work).

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

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

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- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
- 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.7. Reserved
- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

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

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

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Webster House

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	1:6
Direct Care 2nd shift	Milieu 1:4	1:6
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:10
Clinical Ratio	1:10	1:20
Family Worker	1:8	Not allocated (see case manager)
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	1:10
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available,	1 position

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	based on client needs	
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.4.1.2.1. Maternity;

3.5. Reserved

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

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

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

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

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

5. Reporting Requirements

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

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

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

Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

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

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

6. Performance Measures

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

Table B	
Category	Key performance metrics
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

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

- 6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:
 - 6.2.1.1. Reduced use of psychiatric and other residential treatment.
 - 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
 - 6.2.1.3. Reduced use of emergency departments and other physical health services.
 - 6.2.1.4. Reduced use of out of district placement for school.
 - 6.2.1.5. Increased school attendance and attainment.
 - 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.

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

- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

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

- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

- 7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.3.3.1. Brochures.
 - 7.3.3.2. Resource directories.
 - 7.3.3.3. Protocols or guidelines.
 - 7.3.3.4. Posters.
 - 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

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

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Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.1.4. Medical records on each individual of services.
- 8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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



Payment Terms

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

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



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

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1:1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.
 - 4.1.1.

Program - Level 2	
Residential for eligible youth per day	\$172.44

- 4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services

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



129 Pleasant Street
Concord, NH 03301

- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$2,116,692.00
 - 4.5.2. SFY 22: \$705,564.00
 - 4.5.3. SFY 23: \$705,564.00
 - 4.5.4. SFY 24: \$705,564.00
- 5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
- 6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 7. Audits
 - 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

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



year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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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.

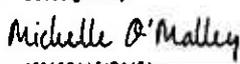
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

6/14/2021

Date

DocuSigned by:

 Name: MICHELLE O'MALLEY
 Title: CEO

Vendor Initials 
 Date 6/14/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

6/14/2021

Date

DocuSigned by:

Michelle O'Malley

Name: Michelle O'Malley

Title: CEO

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Vendor Initials

Date 6/14/2021

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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/14/2021

Date

DocuSigned by:

Michelle O'Malley

Name: Michelle O'Malley

Title: CEO

DS
MO

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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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:

6/14/2021

Date

DocuSigned by:
Michelle O'Malley
Name: Michelle O'Malley
Title: CEO

Exhibit G

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

Contractor Initials MO

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:

6/14/2021

Date

DocuSigned by:

Michelle O'Malley

Name: Michelle O'Malley

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.

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Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Date 6/14/2021

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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials

PHI
MB

Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials MB

Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials MB

Date 6/14/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Severation. 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:
Katja Fox
 Signature of Authorized Representative
 katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/14/2021
 Date

webster House
 Name of the Contractor
Michelle O'Malley
 Signature of Authorized Representative
 michelle o'malley
 Name of Authorized Representative
 CEO
 Title of Authorized Representative
 6/14/2021
 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.

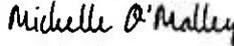
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

6/14/2021

Date

DocuSigned by:

 Name: MICHELLE O'MALLEY
 Title: CEO

Contractor Initials 
 Date 6/14/2021

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: 08-340-1158
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 x NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____

Contractor Initials MB
Date 6/14/2021

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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

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

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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