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

Lori A. Weaver
Commissioner

Marie E. Noonan
Interim Director

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

April 24, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** contract with The Children's Community Programs of Connecticut, Inc. (VC# 488941), New Haven, CT, a therapeutic foster care placement agency, in the amount of \$56,610 for the placement of a minor child with a licensed foster care family, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2025. 18% Federal Funds. 82% General Funds.

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

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD-FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	644-504195	SGFSER SGF SERVICES	42105876	\$5,338
2025	644-504195	SGFSER SGF SERVICES	42105876	\$41,272
			Subtotal	\$46,610

05-95-42-421010-29740000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, ADOPTION SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Program Svc	42107404	\$10,000
			Subtotal	\$10,000
			Total	\$56,610

EXPLANATION

This request is **Sole Source** because the minor child, who is currently placed in a residential facility in Connecticut, will require supportive services to assist with a successful transition to a family setting. The minor child has been matched for the purpose of adoption with a foster family in Connecticut that is licensed through the State of Connecticut, Department of Children and Families and requires these services to transition from a residential facility back to the foster family setting. The Contractor is the only agency identified in Connecticut, where the foster family resides, that is a licensed, specialized, therapeutic foster care agency able to provide necessary services. The minor child and foster family will receive intensive clinical care and coordination, allowing for a more fluid and successful transition of the minor child into the home.

The purpose of this request is to ensure that the necessary services are in place as the minor child transitions from a residential facility to an adoptive foster family setting. The foster family is eager to move forward with placement and adoption of the minor child, and the services provided under this contract will allow the child and family to receive proper support to expedite the process of transitioning the child back into the home.

The Department will monitor services by ensuring the Contractor:

- Meets the minimum of weekly face-to-face visits with the family.
- Submits monthly written progress reports.
- Provides ongoing communication to ensure the minor child and foster family's needs are being met.

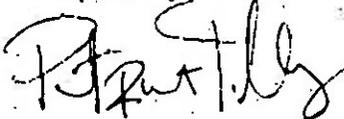
As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the minor child will not be able to be placed with a foster family until another pre-adoptive match can be identified.

Source of Federal Funds: Assistance Listing Number #93.603, FAIN #2301NHAIPP.

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

Respectfully submitted,


for Lori A. Weaver
Commissioner

Subject: SS-2024-DCYF-06-OUTOF / Out-of-State Placement Services

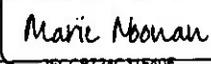
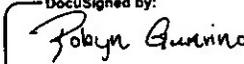
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

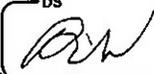
AGREEMENT

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 The Children's Community Programs of Connecticut, Inc.		1.4 Contractor Address 843 Whalley Avenue New Haven, CT 06515	
1.5 Contractor Phone Number 203-786-6403	1.6 Account Unit and Class TBD	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$56,610
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 4/24/2024		1.12 Name and Title of Contractor Signatory Brandon Warner VP of Community Relations/ Director of Perm.	
1.13 State Agency Signature DocuSigned by:  Date: 4/25/2024		1.14 Name and Title of State Agency Signatory Marie Noonan DCYF Interim 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) DocuSigned by: By:  On: 4/29/2024			
1.17 Approval by the Governor and Executive Council. (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 4/24/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

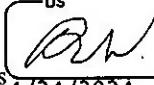
6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials 
Date 4/24/2024

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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.

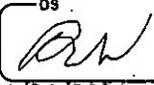
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.


 Contractor Initials
 Date 4/24/2024

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

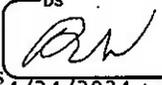
22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

Contractor Initials 
Date 4/24/2024

New Hampshire Department of Health and Human Services
Out-of-State Placement Services

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 deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to one (1) additional year 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 9. Termination, is amended by deleting Subparagraph 9.1., in its entirety and replacing it as follows:

9.1. Notwithstanding Paragraph 8., the State may, at its sole discretion, immediately terminate the Agreement for any reason, in whole or in part, by providing written notice to the Contractor that the State is exercising its option to terminate the Agreement.

1.3. Paragraph 12. Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

12.5. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Out-of-State Placement Services**

EXHIBIT B

Scope of Services

1. Statement of Work

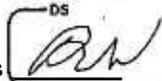
- 1.1. The Contractor must provide therapeutic foster care services (hereinafter referred to as "TFC services"), for the placement of a minor child, [REDACTED] (hereinafter referred to as the "minor child"), with a licensed foster care family (hereinafter referred to as "Foster Family") in the state of Connecticut, to prepare the minor child for the prospect of adoption with the Foster Family, on behalf of the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (hereinafter referred to as "the Department").
- 1.2. For the purposes of this Agreement, all references to days mean calendar days, including state and federal holidays.
- 1.3. The Contractor must supervise and support the placement of the minor child with the Foster Family by providing services that include, but are not limited to:
 - 1.3.1. A Child Specific Home Study update, that must include:
 - 1.3.1.1. Addendums to the existing Home Study, which includes eight (8) hours of completion time by the Contractor;
 - 1.3.1.2. All supporting documents as required by the Connecticut Department of Children and Families (CDCF) in accordance with the Interstate Compact for the Placement of Children (ICPC); and
 - 1.3.1.3. Seven (7) hours of required training for the Foster Family to qualify and validate the Foster Family as a therapeutic level Foster Family through the Contractor, as required by the CDCF.
 - 1.3.2. Visitation of the minor child and Foster Family in their home at least one (1) time per week, while the minor child is in placement, prior to the adoption.
 - 1.3.3. Placement supervision reports required by ICPC until the adoption is final.
- 1.4. The Contractor must provide services on behalf of the minor child that include but are not limited to:
 - 1.4.1. Coordination with the Department for the placement of the minor child.
 - 1.4.2. Pre-admission screening and evaluation of the minor child's needs.
 - 1.4.3. Participation in discharge planning of the minor child to the Foster Family.



**New Hampshire Department of Health and Human Services
Out-of-State Placement Services**

EXHIBIT B

- 1.4.4. Orientation of the minor child to the therapeutic foster home (hereinafter referred to as "TFC Home").
- 1.4.5. Development of a Comprehensive Care Plan for the minor child.
- 1.4.6. Meeting the medical/psychological needs of the minor child, including participating in therapy sessions as requested by the therapist, consultation for medication management, documentation of medication changes, and transportation to doctor visits and therapy appointments.
- 1.4.7. Providing educational assistance (homework, etc.) and support for the minor child.
- 1.4.8. Providing various age-appropriate recreational activities for the minor child, both in the home and in the community.
- 1.4.9. Development of an age-appropriate independent skill building plan for the minor child, including activities such as: cooking, cleaning, care of clothing, money, and time management, etc.)
- 1.4.10. Providing religious opportunities for the minor child that are consistent with the minor child's religious preferences.
- 1.4.11. Providing transportation to school, appointments, or other necessary destinations for the minor child.
- 1.5. The Contractor must provide services to the Foster Family that include but are not limited to:
 - 1.5.1. Regular monitoring and support of the Foster Family, in accordance with therapeutic level foster care, to include supervision with the Foster Family on a weekly basis.
 - 1.5.2. Providing trauma informed skills and behavior management training and support.
 - 1.5.3. Assistance with family therapy and adoption preparation.
 - 1.5.4. Ensuring a maximum of 14 days of planned or crisis respite is available for the Foster Family with one (1) of the Contractor's alternate, therapeutic foster families.
 - 1.5.5. Providing referrals and support as needed.
- 1.6. The Contractor must adhere to the provision of child specific Medicaid treatment services for the minor child as authorized by the Department in accordance with all Connecticut Medicaid reimbursement requirements.
- 1.7. The Contractor must not bill the Foster Family for its services or placement.
- 1.8. The Contractor must pay the Foster Family directly in accordance with Exhibit C.



**New Hampshire Department of Health and Human Services
Out-of-State Placement Services**

EXHIBIT B

- 1.9. The Contractor must comply with all the provisions of the Interstate Compact on the Placement of Children (ICPC).
- 1.10. The Contractor must participate in meetings with the Department on an as needed basis, or as otherwise requested by the Department.
- 1.11. Reporting
 - 1.11.1. The Contractor must provide all information and records regarding the minor child and the Foster Family with the Department, including the Child Protection Service Worker (CPSW) assigned to the minor child, upon request of the Department.
 - 1.11.2. The Contractor must submit the following service documentation regarding the minor child to the Department:
 - 1.11.2.1. Summary of weekly visitation with the minor child and Foster Family and progress summary notes – on a weekly basis.
 - 1.11.2.2. A Comprehensive Care Plan – within 45 days of placement.
 - 1.11.2.3. Comprehensive Care Plan reviews – at least every three (3) months.
 - 1.11.2.4. A Discharge summary to be completed prior to the adoption finalization or if the child returns to NH, sent within 15 days of the child's discharge.
 - 1.11.3. The Contractor must submit quarterly reports, as required by the ICPC regarding the minor child to the receiving Interstate Compact Office.
 - 1.11.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Confidential Data
 - 1.12.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.12.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.13. Privacy Impact Assessment

**New Hampshire Department of Health and Human Services
Out-of-State Placement Services**

EXHIBIT B

1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.13.1.1. How PII is gathered and stored;
- 1.13.1.2. Who will have access to PII;
- 1.13.1.3. How PII will be used in the system;
- 1.13.1.4. How individual consent will be achieved and revoked; and
- 1.13.1.5. Privacy practices.

1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing, or storage of PII.

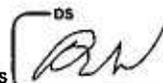
2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must 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 F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.



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

3.2. Operation of Facilities: Compliance with Laws and Regulations

3.2.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.2. 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department

**New Hampshire Department of Health and Human Services
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retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 18% Federal funds, Administration for Children, Youth and Families, as awarded on September 22, 2023, by the Administration for Children, Youth and Families, Adoption and Legal Guardianship Incentive Program, ALN 93.603, FAIN #2301NHAIPP.
 - 1.2. 82% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, not to exceed the price limitation as specified, in block 1.8., of the General Provisions Form P-37. The Contractor shall be paid an all inclusive Daily Rate of \$139.77, which includes the cost of respite, administrative fees, wrap-around funds, and the stipend to the Foster Family.

In addition to the Daily Rate, the Contractor shall be paid a one time payment of \$1,125 (also included in the price limited as specified, in block 1.8., of the General Provisions Form P-37), upon completion of the Child Specific Home Study outlined in Exhibit B Scope of Work, Subsection 1.3. The Child Specific Home Study includes seven (7) hours of training and the eight (8) hours of services needed to generate the home study at a rate of \$75 per hour.

If the minor child's placement is terminated for any reason prior to adoption, payment will be made only through the date services were provided.

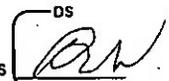
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

**New Hampshire Department of Health and Human Services
Out-of-State Placement Services**

EXHIBIT C

- 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments 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.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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

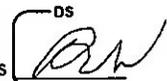


**New Hampshire Department of Health and Human Services
Out-of-State Placement Services**

EXHIBIT C

Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement 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 – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

-
- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>)
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, 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.

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Exhibit D
Federal Requirements

Contractor's Initials
Date 4/24/2024

DS

Date 4/24/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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 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 (Agreement) 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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

DS

Date 4/24/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

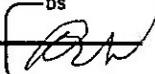
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Exhibit D
Federal Requirements

Contractor's Initials

Date 4/24/2024

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

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Exhibit D
Federal Requirements

Contractor's Initials

Date 4/24/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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 UEI (SAM.gov) number for your entity is: EYK1az1m8dn3
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO 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 Name: The Children's Community Programs of CT, Inc..

4/24/2024

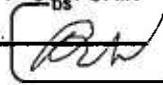
Date: _____

DocuSigned by:

 Name: Brandon Warner
 Title: vp of Community Relations/ Director of Perm.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials 
Date 4/24/2024

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

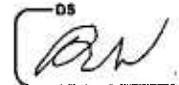
The following terms may be reflected and have the described meaning in this document:

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

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

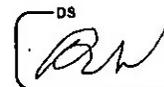
7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

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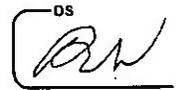
DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

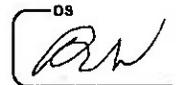
III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements

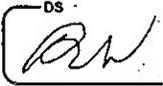
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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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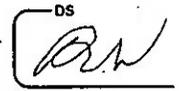
New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

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

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New Hampshire Department of Health and Human Services

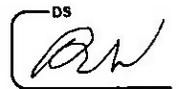
Exhibit E

DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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Exhibit E

DHHS Information Security Requirements

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

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

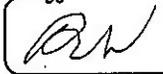
V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

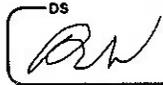
VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 4/24/2024



New Hampshire Department of Health and Human

Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

Exhibit F

Business Associate Agreement
Page 1 of 5

V 2.0

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[Handwritten Signature]

Date 4/24/2024



New Hampshire Department of Health and Human

Exhibit F

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit F

Business Associate Agreement
Page 2 of 5

Contractor Initials

Date 4/24/2024

V 2.0



New Hampshire Department of Health and Human

Exhibit F

- security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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[Handwritten Signature]

Date 4/24/2024



New Hampshire Department of Health and Human

Exhibit F

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit F

Business Associate Agreement
Page 4 of 5

V 2.0

Contractor Initials

used
[Signature]

Date 4/24/2024



New Hampshire Department of Health and Human

Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The Children's Community Programs of CT, Inc..

The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

Marie Noonan

Brandon Warner

3FCC8724C31F40F...

60E2107A02024C9...

Signature of Authorized Representative

Signature of Authorized Representative

Marie Noonan

Brandon Warner

Name of Authorized Representative

Name of Authorized Representative

DCYF Interim Director

VP of Community Relations/ Director of Perm.

Title of Authorized Representative

Title of Authorized Representative

4/25/2024

4/24/2024

Date

Date

Exhibit F

Contractor Initials

DS [Signature]

4/24/2024 Date

CPL-03 Rev 06/13

STATE OF CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION

This is your Public Charity registration certificate for your records. This registration allows the organization below to solicit charitable donations, including fundraising in Connecticut. This registration is non-transferrable and cannot be used by any other organization. Do not attempt to make any changes or alter this certificate in any way.

A registration from this Department does not make donations to your organization tax deductible. The IRS determines the tax deductible status of an organization.

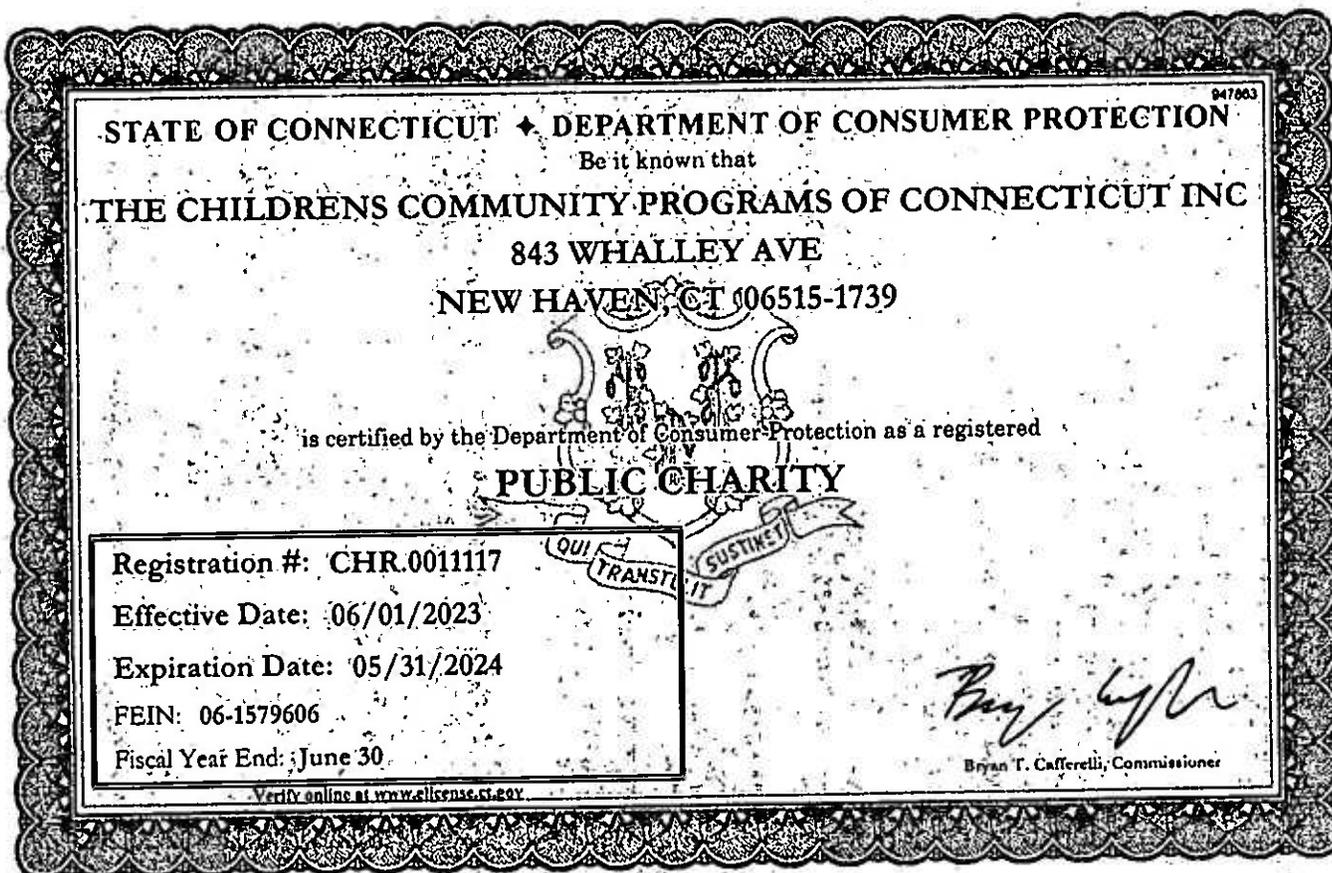
In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. All renewal notifications and certificates will only be emailed to the last reported email on record. You can update your email, address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov. Questions regarding this registration can be emailed to the Public Charities Unit at dcp.publiccharities@ct.gov.

Mailing address:

THE CHILDRENS COMMUNITY PROGRAMS OF
CONNECTICUT INC
843 WHALLEY AVE
NEW HAVEN, CT 06515-1739

Email to be used for receiving renewal notifications and certificates:

HMAZZOLA@ccp-ct.org



THE CHILDREN'S COMMUNITY PROGRAMS OF CONNECTICUT, INC. ACTIVE

843 WHALLEY AVE, NEW HAVEN, CT, 06515, United States

General Information - Business Details

<https://service.ct.gov/business/s/onlinebusinesssearch?businessNameEn=vFYtGmHzGgn2uz8u44yItpld8wKCTjhjaxJLGSvYo7gXwEunUQ8bo07wKxhYFD846ZDTxsjvK45tzb3vRjgGaUmO9Wnof2Y6cNA%2FvE3rVFs%3D>

Business Name

THE CHILDREN'S COMMUNITY PROGRAMS OF CONNECTICUT, INC.

Business status

ACTIVE

Citizenship/place of formation

Domestic/Connecticut

Business address

843 WHALLEY AVE, NEW HAVEN, CT, 06515, United States

Annual report due

11/23/2024

NAICS code

Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs) (923130)

Business ALEI

0635717

Date formed

11/23/1999

Business type

Non-Stock

Mailing address

843 WHALLEY AVE, NEW HAVEN, CT, 06515, United States

Last report filed

2023

NAICS sub code

923130

Principal Details

dash

Principal Name

BRIAN LYNCH

Principal Title

CEO

Principal Business address

843 Whalley Ave, NEW HAVEN, CT, 06515, United States

Principal Residence address

843 Whalley Ave, NEW HAVEN, CT, 06515, United States

Principal Name

DAVID ABRAMS

Principal Title

COO

Principal Business address

843 Whalley Ave, NEW HAVEN, CT, 06515, United States

Principal Residence address

843 Whalley Ave, NEW HAVEN, CT, 06515, United States

Principal Name

RANDI CAVALLARO

Principal Title

Executive Director

Principal Business address

843 Whalley Ave, NEW HAVEN, CT, 06515, United States

Principal Residence address

843 Whalley Ave, NEW HAVEN, CT, 06515, United States

Principal Name

CAROLE PORTO

Principal Title

Director

Principal Business address

335 CAPTAIN THOMAS BLVD - UNIT 84, WEST HAVEN, CT, 06516, United States

Principal Residence address

335 CAPTAIN THOMAS BLVD - UNIT 84, WEST HAVEN, CT, 06516, United States

Agent details

dash

Agent name

Randima Cavallaro

Agent Business address

843 WHALLEY AVE, NEW HAVEN, CT, 06515, United States

Agent Residence addresss

843 WHALLEY AVE , NEW HAVEN, CT, 06515, United States

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THE CHILDREN'S CENTER COMMUNITY PROGRAMS, INC.

Filing date: 2/23/2005

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Childrens Community Programs of CT, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 9th 2024 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Brandon Warner (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Childrens Comm. Programs of CT, Inc. to enter into contracts or agreements with the State

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

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

Dated: 4/24/2024

Ann M Pratkan
Signature of Elected Officer
Name: Ann Pratkan
Title: Board Secretary

Vivian J. Paiz
VIVIAN J. PAIZ
Notary Public, State of Connecticut
My Commission Expires 01/31/2028



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2024

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

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

PRODUCER Amity Insurance & Financial Services, LLC 35 Old Tavern Rd Orange CT 06477	CONTACT NAME: Eve Wood PHONE (A/C, No, Ext): (203) 397-1660 x 1009 FAX (A/C, No): 203-389-1999 E-MAIL ADDRESS: eve@amityabc.com
INSURER(S) AFFORDING COVERAGE	
INSURED The Children's Community Programs of CT, Inc 843 WHALLEY AVE NEW HAVEN CT 06515-1739	INSURER A: PHILADELPHIA IND INS CO NAIC # 18058 INSURER B: WORKERS COMP TRUST INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** July 1, 2023 -2024 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK2567968	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		PHPK2567968	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		PHUB868857	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	01077- 16	07/01/2023	07/01/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000
A	Professional Liability; Sexual/Physical Abuse or Molestation Liability		PHPK2567968	07/01/2023	07/01/2024	Each incident limit 1,000,000 Aggregate limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Social Services: Non Profit Organization

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Eve Wood
--	--



THE **CHILDREN'S**
COMMUNITY PROGRAMS
OF CONNECTICUT

The Children's Community Programs of CT, Inc. is a multi-service agency whose mission is to provide meaningful and diverse support services to children, young adults and families throughout Connecticut and beyond. Every family is our focus.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.

FINANCIAL STATEMENTS

June 30, 2023 and 2022

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Statements of Financial Position	3
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Notes to Financial Statements	7-16



DAVID Y. BAILEY, CPA, CVA
DOMINIC SCARANO, JR., CPA, CGMA
MICHAEL E. BAILEY, CPA, CGMA, MST
CHRISTINE GROMALA, CPA
STEVE MOALLI, CPA, CGMA

ANDREW J. ERRATO, CPA, MST (Retired)
MICHAEL J. SCHAEFER, CPA (1953 - 2014)
ALAN P. BAILEY, CPA (1928 - 2014)

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Children's Community Programs of CT, Inc.

Opinion

We have audited the accompanying financial statements of The Children's Community Programs of CT, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, 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 Children's Community Programs of CT, Inc. as of June 30, 2023 and 2022, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Children's Community Programs of CT, 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.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, 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 Children's Community Programs of CT, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' 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 auditors' 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 Children's Community Programs of CT, 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 The Children's Community Programs of CT, 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.

Bailey Scarano, LLC

Branford, Connecticut
November 14, 2023

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.

STATEMENTS OF FINANCIAL POSITION

June 30, 2023 and 2022

	<u>2023</u>	<u>Restated 2022</u>
<u>ASSETS</u>		
Cash	\$ 799,449	\$ 364,539
Cash reserve - restricted	157,660	194,403
Investments	535,430	512,231
Accounts and grants receivable, net	980,515	1,548,306
Prepaid expenses	28,965	-
Security deposits	33,200	10,200
Property and equipment, net	4,911,454	4,989,818
Operating lease right-of-use assets, net	481,354	-
Other asset - restricted	125,000	125,000
Total	<u>\$ 8,053,027</u>	<u>\$ 7,744,497</u>
<u>LIABILITIES AND NET ASSETS</u>		
<u>LIABILITIES</u>		
Notes payable	\$ 1,109,960	\$ 1,153,586
Accounts payable	157,367	302,829
Accrued liabilities	433,323	305,921
Deferred revenue	1,015,921	1,108,381
Operating lease liabilities	489,247	-
Lines of credit	-	143,389
Total	<u>3,205,818</u>	<u>3,014,106</u>
Net assets without donor restrictions		
Net assets without donor restrictions	<u>4,847,209</u>	<u>4,730,391</u>
Total	<u>4,847,209</u>	<u>4,730,391</u>
Total	<u>\$ 8,053,027</u>	<u>\$ 7,744,497</u>

See accompanying notes and independent auditors' report:

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.

STATEMENTS OF ACTIVITIES

Years ended June 30, 2023 and 2022

	2023	Restated 2022
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support and revenue:		
Program service fees	\$ 5,572,017	\$ 8,812,886
Contributions and private grants	1,924,345	1,357,789
Other income	34,102	607,596
State and federal grants	3,579,604	292,920
(Loss) gain on sale of investments	(4,071)	15,068
Unrealized gains (losses) on investments	29,859	(107,413)
Total	<u>11,135,856</u>	<u>10,978,846</u>
EXPENSES		
Program expenses:		
Connecticut community based services	6,373,514	7,807,663
Educational	2,559,907	1,545,186
Management and general	2,085,617	677,637
Total	<u>11,019,038</u>	<u>10,030,486</u>
INCREASE IN NET ASSETS	116,818	948,360
NET ASSETS - BEGINNING OF YEAR	<u>4,730,391</u>	<u>3,782,031</u>
NET ASSETS - END OF YEAR	<u><u>\$ 4,847,209</u></u>	<u><u>\$ 4,730,391</u></u>

See accompanying notes and independent auditors' report.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.

STATEMENTS OF CASH FLOWS

Years ended June 30, 2023 and 2022

	2023	Restated 2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 116,818	\$ 948,360
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	141,711	141,401
Bad debts	12,427	194,911
Loss (gain) on sale of investments	4,071	(15,068)
Unrealized (gains) losses on investments	(29,859)	107,413
Loss on sale of equipment	5,722	-
Amortization of operating lease right-of-use assets	103,299	-
PPP loan payable forgiven	-	(589,880)
(Increase) decrease in operating assets:		
Cash reserve - restricted	36,743	31,283
Accounts and grants receivable	555,364	(293,811)
Prepaid expenses	(28,965)	-
Security deposits	(23,000)	300
Increase (decrease) in operating liabilities:		
Accounts payable	(145,462)	22,614
Accrued liabilities	127,402	(13,383)
Deferred revenue	(92,460)	(65,495)
Operating lease liabilities	(95,406)	-
Total adjustments	<u>571,587</u>	<u>(479,715)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	688,405	468,645
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sales of investments	68,853	87,853
Cash payments for purchase of property and equipment	(70,569)	(28,535)
Increase in investments	(66,264)	(80,555)
Proceeds from sale of equipment	1,500	-
NET CASH USED IN INVESTING ACTIVITIES	(66,480)	(21,237)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings on lines of credit	(143,389)	(181,081)
Principal payments on notes payable	(43,626)	(34,535)
NET CASH USED IN FINANCING ACTIVITIES	(187,015)	(215,616)
NET INCREASE IN CASH	434,910	231,792
CASH - BEGINNING OF YEAR	364,539	132,747
CASH - END OF YEAR	\$ 799,449	\$ 364,539

See accompanying notes and independent auditors' report.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
STATEMENTS OF CASH FLOWS
Years ended June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOWS INFORMATION		
Cash paid during the year for interest	<u>\$ 84,707</u>	<u>\$ 85,653</u>
Operating lease right-of-use assets obtained in exchange for new operating lease liabilities	<u>\$ 584,653</u>	<u>\$ -</u>

See accompanying notes and independent auditors' report.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #1 - ORGANIZATION

The Children's Community Programs of CT, Inc. (the Organization) is a not for profit multi-service agency located in New Haven, Connecticut. The Organization's mission is to provide diverse and creative support services to children and families throughout Connecticut. Programs include foster care services under various models, special and alternative education services, parenting programs, juvenile justice support and youth transition programs. In June of 2022, the Organization underwent a material change in funding model. The long-standing contract with the State of Connecticut Department of Children and Families ("DCF") to provide statewide foster care services based on a fee for service model ended and DCF awarded the Organization instead, a regionally based fixed price grant contract. The result of this change was that revenues generated by state foster care programs during fiscal year 2022 were 61% of total revenue and revenues generated by these programs during fiscal year 2023 were 26% of total revenue. At the same time, the Organization was awarded a fixed price contract through the Federal Office of Refugee and Resettlement, which provided 30% of revenue for fiscal year 2023.

NOTE #2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Presentation

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, such as those that the donor stipulates that resources be maintained in perpetuity.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. The Organization has no net assets with donor restrictions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

Cash and cash equivalents include cash in banks and certain highly liquid investments with original maturities of 90 days or less, exclusive of amounts held by brokers, which are considered to be investments.

Accounts and Grants Receivable

The Organization has accounts and grants receivable related to grants and for tuition payments from school districts it serves. Uncollectible account balances are written off when management determines the probability of collection is remote. Management maintains an allowance for doubtful accounts based on review of specific accounts and general historical experience.

The Organization's accounts and grants receivable at June 30, 2023 and 2022 are reported net of allowance for doubtful accounts as follows:

	<u>2023</u>	<u>2022</u>
Accounts and grants receivable	\$ 980,515	\$1,697,647
Less allowance for doubtful accounts	-	149,341
Net	<u>\$ 980,515</u>	<u>\$1,548,306</u>

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. See Note #4 for a discussion of fair value measurements.

Purchases and sales of securities are recorded on the trade date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Unrealized gains and losses include the Organization's gains and losses on investments held during the year.

Property and Equipment

Property and equipment acquisitions and improvements thereon that exceed \$5,000 are capitalized at cost and depreciated on a straight-line basis over their estimated useful lives. Repairs and maintenance are charged to expense as incurred.

Leases

We evaluate contracts at inception to determine if an arrangement is or contains a lease. Operating leases are included in operating lease right-of-use (ROU) assets and operating lease liabilities in the statements of financial position. The operating leases relate primarily to office facilities, automobiles, copy machines, and postage machines. The Organization has no finance leases. Short-term leases (i.e. leases with an initial term of twelve months or less that do not contain a purchase option that is likely to be exercised) are not recorded on the statements of financial position. Operating lease ROU assets represent the right to use an underlying asset for the lease term, and operating lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases (Continued)

recognized at commencement date based on the present value of the future lease payments over the lease term. If the leases do not provide an implicit rate, we use a risk-free discount rate, based on the US Treasury yield rates, using a comparable period with the lease term. The discount rate is reevaluated upon lease modification. The operating lease ROU asset also includes initial direct costs and prepaid lease payments made, if any, less lease incentives, if any. The lease terms may include options to extend or terminate the lease when it is reasonably certain that this option will be exercised.

Contributions

Unconditional contributions are recognized when pledged or received and are considered to be available for unrestricted use unless specifically restricted by the donor. Unconditional contributions expected to be collected in more than one year are discounted to their present value. The Organization reports nongovernmental contributions and grants of cash and other assets as support with donor restrictions if they are received with donor stipulations that limit their use. When a donor 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. Contributions received whose restrictions are met in the same period are presented with net assets without donor restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

Grants and Contracts

Other than certain awards to fund capital expenditures, governmental grants and contracts are generally considered to be exchange transactions rather than contributions. Revenue from cost reimbursement grants and contracts is recognized to extent of costs incurred. Revenue from performance-based grants and contracts is recognized to the extent of performance achieved. Cash received in excess of amounts earned is recognized as deferred revenue.

Revenue Recognition

The Organization recognized revenue in accordance with ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This guidance outlines a single, comprehensive model for accounting for revenue from contracts with customers. We have analyzed the provisions of Topic 606, and have concluded that no changes are necessary to conform with the standard. Nearly all revenue received was from such sources as the federal government, State of Connecticut, grants, and donations which contain a single delivery element and the revenue is recognized at a single point in time when the funds are received.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Expense Allocation

Expenses are charged directly to program services, development and fundraising, and management and general based on specific identification to the extent practicable. Expenses related to more than one function have been allocated based on periodic time and expense studies. Management and general expenses include those expenses that are not directly identifiable with a specific function, but provide for the overall support and direction of the Organization.

Income Taxes

The Organization is exempt from federal and state income taxes as a public charity under Section 501(c)(3) of the Code. Their information returns for the years ended June 30, 2020 through 2022 are subject to examination by the Internal Revenue Service and the State of Connecticut.

Accounting Standards Adopted in 2022

In February 2016, the FASB issued the ASU 2016-02, *Leases (Topic 842)*, which modifies the guidance used by lessors and lessees to account for leasing transactions. It is effective for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years beginning after December 15, 2022, with earlier application permitted. The Organization adopted ASU 2016-02 using the optional transition method, which allows for the prospective application of the standard. In addition, the Organization elected practical expedients permitted under the transition guidance permitting the Organization to not reassess historical lease classification, prior conclusions relating to initial direct costs, and whether any expired or existing contracts are or contain leases. For lease agreements with lease and non-lease components, the Organization elected the practical expedient to account for them as a single lease component. Upon adoption of ASU 2016-02, which was effective for the Organization on July 1, 2022, the Organization recognized operating lease ROU assets of \$584,653 and operating lease liabilities of \$584,653. Adoption had no material effect on net income or on cash flows. (See Note #12.)

Date of Management Evaluation

In preparing these financial statements, management has evaluated subsequent events through November 14, 2023, which represents the date the financial statements were available to be issued.

NOTE #3 - CONCENTRATIONS

The Organization places its cash deposits with high credit-quality institutions. Such deposits exceed federal depository insurance limits at times during the year. However, management believes that the Organization's deposits are not subject to significant credit risk.

The Organization's receivables consist primarily of amounts due from grants and for tuition payments from school districts it serves. Based on historical experience, management believes these receivables represent negligible credit risk. Accordingly, management has not established an allowance for potential credit losses.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2023 and 2022

NOTE #3 – CONCENTRATIONS (Continued)

The Organization receives a significant portion of its revenue from the federal government and State of Connecticut from grants and program service fees. A continued significant reduction in the level of its funding, if it were to occur, could have a significant effect on the Organization's programs.

NOTE #4 – CASH RESERVE - RESTRICTED

The Organization participates with UST Trust for unemployment claims. The Organization makes contributions to UST. UST pays any unemployment claims, records investment income/expense, interest and fees, and trust expenses. The amount in cash reserve – restricted is the portion recoverable by the Organization.

NOTE #5 - FAIR VALUE MEASUREMENTS

FASB ASC 820, "Fair Value Measurements and Disclosures", does not change fair value measurement; it simply enhances the disclosures to show how the value of a particular asset or liability was developed. The framework is to establish an approach to understand the price that would be received to sell an asset or price paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect our market assumptions. Preference is given to observable inputs. These two types of inputs create the following fair value hierarchy:

Level 1 – Quotes prices for identical instruments in active markets

Level 2 – Quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active.

Level 3 – Significant inputs to the valuation model are unobservable.

The Organization maintains a policy to use the most relevant data or markets available.

Investments

This category primarily consists of debt and equity securities of publicly traded companies. All investments are valued using quoted prices from the applicable Securities Exchange which they are actively traded.

The following table presents the Organization's assets and liabilities measured at fair value on a recurring basis at

June 30, 2023:

	Level 1	Level 2	Level 3	Total
Available-for-sale				
Marketable securities	\$ 535,430	\$ -	\$ -	\$ 535,430

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #5 - FAIR VALUE MEASUREMENTS (Continued)**Investments (Continued)**

June 30, 2022:

	Level 1	Level 2	Level 3	Total
Available-for-sale				
Marketable securities	\$ 512,231	\$ -	\$ -	\$ 512,231

NOTE #6 - PROPERTY AND EQUIPMENT

Property and equipment as of June 30, 2023 and 2022, consists of the following:

	<u>2023</u>	<u>2022</u>
Building and land	\$1,444,260	\$1,444,260
Building improvements	3,725,523	3,654,954
Equipment	112,996	129,996
Vehicles	44,535	53,820
	<u>5,327,314</u>	<u>5,283,030</u>
Less accumulated depreciation	415,860	293,212
Property and equipment, net	<u>\$4,911,454</u>	<u>\$4,989,818</u>

Depreciation expense for the years ended June 30, 2023 and 2022 was \$141,711 and \$141,401, respectively.

NOTE #7 - OTHER ASSET - RESTRICTED

In June 2021, the Organization made an investment into an insurance annuity to provide a benefit upon death to an executive. The amount in other asset – restricted is the portion recoverable by the Organization.

NOTE #8 - LINES OF CREDIT

Beginning October 31, 2022, the Organization has a \$500,000 revolving line of credit with New Haven Bank, which is payable on demand. The line bears interest at the Wall Street Journal prime rate plus 0.50% and is secured by the Organization's assets. Effective August 15, 2023, the interest will be the prime rate minus 0.50%. The line of credit expires on October 31, 2025. At June 30, 2023, there was no outstanding balance. The interest rate was 8.75%.

The Organization had a \$300,000 revolving line of credit with New Haven Bank, which was payable on demand. The line bore interest at the Wall Street Journal prime rate plus 0.50% and was secured by the Organization's assets. At June 30, 2022, there was no outstanding balance. The interest rate was 5.25%. The line of credit expired in August 2022.

The Organization has a \$397,000 priority line of credit with Wells Fargo. There is no set payment schedule, and interest can be paid at the Organization's discretion or added to the outstanding balance. Wells Fargo securities are collateral for the loan. At June 30, 2023, there was no outstanding balance. The interest rate was 8.50%. At June 30, 2022, there was an outstanding balance of \$143,389. The interest rate was 4.75%.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #9 - NOTES PAYABLE

On August 23, 2019, the Organization entered into a term loan agreement with New Haven Bank for \$1,200,000, of which \$975,000 was used towards the acquisition of property and \$225,000 could be used as advances for construction. The loan required monthly payments of interest only for the first twelve months, followed by 180 monthly payments of principal and interest of approximately \$7,000, based on a 240-month amortization schedule, with a balloon payment due August 1, 2035. Interest is based on the Wall Street Journal prime rate, plus 1.0%, during the interest only period. Interest is based on the Federal Home Loan Bank of Boston, 5-year Classic Advance Rate, plus 2.75%, for the remainder of the repayment period, adjusted each fifth anniversary, with a minimum rate of 5.50%. The balance outstanding at June 30, 2023 was \$1,109,960 at a rate of 6.50%. The balance outstanding at June 30, 2022 was \$1,143,586 at a rate of 6.50%. The loan is secured by the real property as well as fixtures located on the property. It is also subject to various financial covenants.

On May 29, 2020, the Organization received a Small Business Express Connecticut Recovery Bridge Loan through the State of Connecticut Department of Economic and Community Development (DECD) in the amount of \$10,000. The outstanding principal balance of the loan shall bear no interest until the Maturity Date (defined below), or the sooner imposition of the Default Rate. The outstanding principal balance is due and payable in full on the date which is one year after the Advancement Date (the "Maturity Date") without notice or demand. Upon Applicant's written request, the Maturity Date may be extended by the Commissioner for an additional period of (6) months, at the Commissioner's sole discretion. The State of Connecticut automatically extended the due date for an additional six months. The loan was paid in full during the year ending June 30, 2023.

Payments of principal are due as follows as of June 30,

2024	\$ 40,352
2025	43,054
2026	45,938
2027	49,014
2028	52,297
Thereafter	<u>879,305</u>
	<u>\$1,109,960</u>

NOTE #10 - PPP LOAN PAYABLE

The Organization received a Paycheck Protection Program (PPP) loan with a lender in February 2021 for \$589,880. The PPP loans were offered through the U.S. Small Business Administration (SBA) pursuant to the Title 1 of the Coronavirus Aid Relief and Economic Security Act (the "CARES Act"). All or part of this loan may be forgiven if certain guidelines are met which includes using the loan proceeds for payroll costs, including salaries, commissions, and similar compensation, group health care benefits; rent and utilities. The interest on the loan is at an annual rate of 1.00% and the loan matures in April 2022. To apply for forgiveness, the Organization will need to submit a loan forgiveness application to the lender within ten months after the last day of the Organization's covered period (as defined in the CARES Act and as interpreted by the PPP Rules, the "Loan Forgiveness Covered Period"). The Organization will

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #10 - PPP LOAN PAYABLE (Continued)

not be obligated to make any payments of principal or interest before the date on which the SBA remits the loan forgiveness amounts to the lender or notified the lender that the loans are not eligible for forgiveness. The lender will then notify the Organization of remittance by SBA of the loan forgiveness amount or notify the Organization that the SBA determined that no loan forgiveness is allowed, and the date the Organization's first monthly payment is due. If the Organization does not submit a timely loan forgiveness application to the lender within ten months after the last day of the Organization's Loan Forgiveness Covered Period, the Organization must begin monthly payments of principal and interest ten months after the last day of the Organization's Loan Forgiveness Covered Period. Interest will continue to accrue during the applicable deferment period. In any event, if the SBA determines at any time that the loans are not eligible for forgiveness, the loans are no longer deferred and the Organization must begin monthly payments of principal and interest in accordance with a notice to be provided by the lender. The unpaid principal balance of the loan together with all accrued interest and charges owing in connection therewith, shall be due and payable upon maturity in April 2022.

The loan was fully forgiven by the SBA in December 2021. Eligible expenses such as compensation have been recognized up to the full amount of the loan. Therefore, the PPP loan of \$589,880 has been recorded as income and was included in Other income on the Statements of Activities for June 30, 2022.

NOTE #11 - NONPROFIT GRANT

The Organization received \$1,300,000 for a nonprofit grant from the State of Connecticut in 2021. The grant is included in deferred revenue on the Statement of Financial Position. The funds were to be used towards certain expenses to purchase and renovate their facility. If the Organization discontinues use of the facility purchased and renovated with these funds, the Organization will be required to repay the State of Connecticut the amount received for the project. The requirement to repay the grant will be reduced by 10% for each full year the facility is in operation and used by the Organization beginning with the final payment under the award.

A lien has been placed on the facility for the 10-year repayment period. Beginning in fiscal year ended June 30, 2021, the first full year the facility was in service and after the final payment was awarded, 10% of the total grant, \$130,000, will be taken into income each year and the deferred revenue balance and lien will be reduced. The balance included in deferred revenue as of June 30, 2023 and 2022 was \$910,000 and \$1,040,000, respectively. Included in State and federal grants on the Statements of Activities is \$130,000 for each of the years ended June 30, 2023 and 2022.

NOTE #12 - LEASE COMMITMENTS

The Organization leases office facilities, automobiles, copy machines, and postage machines under operating leases with initial terms of two to five years. The office facilities leases each include one renewal option which can extend the leases term one year. The exercise of the renewal options is at the sole discretion of the Organization, and only lease options that the Organization believes are reasonably certain to exercise are included in the measurement of the lease assets and liabilities.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023 and 2022

NOTE #12 – LEASE COMMITMENTS (Continued)

The Organization's leases have remaining lease terms of one to four years. The office lease requires the Organization to pay electricity, insurance, maintenance, and other operating expenses associated with the leased premises. Those expenses are classified in management and general expenses on the statements of activities but are not included in operating lease costs below.

The statements of financial position present operating lease ROU assets, net of amortization, of \$481,354 and operating lease liabilities of \$489,247 as of June 30, 2023.

Operating lease costs are recognized on a straight-line basis over the lease term and are included in management and general expenses in the statements of activities. Operating lease costs \$217,176 for the year ended June 30, 2023.

As of June 30, 2023, the weighted-average remaining lease term was 2.09 years, and the weighted-average discount rate was 3.84% for operating leases recognized in the financial statements.

The future minimum lease payments under noncancelable operating leases with initial lease terms in excess of one year consisted of the following at June 30, 2023:

Year-ending June 30:	
2024	\$241,258
2025	237,865
2026	31,120
2027	<u>394</u>
Total minimum lease payments	510,637
Less imputed interest	<u>21,390</u>
Present value of operating lease liabilities	<u>\$489,247</u>

The Organization also rents office space on a month-to-month basis. Rental expense for the years ended June 30, 2023 and 2022 was \$108,000 and \$60,000, respectively.

NOTE #13 - EMPLOYEE BENEFITS

The Organization's certified teachers participate in the Connecticut State Teachers' Retirement System, a contributory defined benefit plan established under Chapter 167(a) of the Connecticut General Statutes, which is administrated by the Connecticut State Teachers' Retirement Board. The Organization is not legally responsible to, and does not, contribute to this plan.

The Organization has a 401(k) profit-sharing plan that covers substantially all of the Organization's employees, other than certified teachers, who are 21 years of age or older. The Organization makes matching contributions to the plan up to 3% of salary. Participants are immediately vested in their contributions and become fully vested in the Organization's contributions after five years. The Organization made matching contributions of \$57,869 and \$23,926 to the plan for the years ended June 30, 2023 and 2022, respectively.

The Organization also has a 403(b) deferred compensation plan covering all employees who have met certain service requirements. The Organization does not make matching contributions to this plan.

THE CHILDREN'S COMMUNITY PROGRAMS OF CT, INC.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2023 and 2022

NOTE #14 - COLLECTIVE BARGAINING AGREEMENT

The Organization's teachers and educational counselors are covered by a collective bargaining agreement, which expired June 2023. Collective bargaining agreement salaries were \$640,876 and \$446,962 at June 30, 2023 and 2022, respectively.

NOTE #15 – FEDERAL AWARD AND STATE ASSISTANCE PROGRAMS

The Organization participates in many federal award and state assisted grant programs. The use of grants in programs is subject to future review by the grantors. Such reviews may result in the Organization having liabilities to the grantors:

NOTE #16 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization's financial assets that are readily available within one year of June 30, 2023 and 2022, to meet general expenditures include:

	<u>2023</u>	<u>2022</u>
Cash	\$ 799,449	\$ 364,539
Investments	535,430	512,231
Accounts receivable	<u>980,515</u>	<u>1,548,306</u>
Financial assets at year end	<u>\$ 2,315,394</u>	<u>\$ 2,425,076</u>

NOTE #17 – PRIOR PERIOD ADJUSTMENT

A prior period adjustment was made to record the \$225,686 cash reserve balance at July 1, 2021 through the statement of financial position and net assets. Increase in net assets was restated at June 30, 2022 from \$979,643 to \$948,360.

Contact Information

CCP BOD Membership as of 7/1/2023

Members	Year Appointed	Position	Email Address	Phone #
<i>Porto, Carole</i>	<i>1/1/2004</i>	<i>President</i>		
<i>Errante, Steven</i>	<i>1/1/2005</i>	<i>VP</i>		
<i>Pratson, Ann</i>	<i>1/1/2018</i>	<i>Secretary</i>		
<i>Araujo, Steven</i>	<i>1/1/2017</i>	<i>Treasurer</i>		
<i>Bohner, Elise</i>	<i>1/1/2021</i>			
<i>Cruz, Michael</i>	<i>1/1/2017</i>			
<i>Daniels, Melinda</i>	<i>10/1/2020</i>			
<i>Giordano, Sarah</i>	<i>4/1/2021</i>			
<i>MacKinnel, Sharon</i>	<i>1/1/2017</i>			
<i>Maleri, Glen</i>	<i>1/1/2016</i>			
<i>Meluzio, Vincent</i>	<i>1/1/2017</i>			
<i>Shoemaker, Janet</i>	<i>10/1/2020</i>			
<i>Torrence, Leland</i>	<i>10/1/2020</i>			

CCP BOD Inductees 9/12/2023

Members	Year Appointed	Position	Email Address	Phone #
<i>Behr, Katie</i>	<i>9/12/2023</i>			
<i>Frankenberger, Jane</i>	<i>9/12/2023</i>			
<i>Hayre, Sheila</i>	<i>9/12/2023</i>			
<i>Jubanyik, Karen</i>	<i>9/12/2023</i>			
<i>Reyes, Loida</i>	<i>9/12/2023</i>			
<i>Riffaterre, Lea</i>	<i>9/12/2023</i>			
<i>Wildermann, Kristin</i>	<i>9/12/2023</i>			

James Falco



AMANDA M. YOUNG, LCSW

CREDENTIALS

LCSW, Licensed Clinical Social Worker, Connecticut (#10058)

2017-present

SOCIAL WORK RELATED EXPERIENCE

Community Mental Health Affiliates (CMHA) Waterbury and New Britain, CT

Clinical Director (Full-time)

1/2023 – present

- Promoted within 6 months of obtaining Assistant Clinical Director role, to over see New Britain Child Guidance Clinic, 2 Multidimensional Family therapy Programs, Waterbury OP and AIOP programs, Extended Day Treatment Program and School Based Services.
- Provide supervision to program coordinators and supervising clinicians to ensure clinical and programmatic operations of over 35 clinicians, case managers and interns.
- Engage community providers to build partnerships, gain knowledge of resources and expand referral network.
- Organize community events to fundraise for child operations, build community relationships and promote CMHA services.
- Additional responsibilities include those listed in position below.

Community Mental Health Affiliates (CMHA) Waterbury and New Britain, CT

Assistant Clinical Director (Full-time)

7/2022 – 1/2023

- Promoted within 1 year of obtaining Program Coordinator role, to over see 2 Multidimensional Family therapy Programs, Waterbury OP and AIOP programs, Extended Day Treatment Program and School Based Services.
- Provide supervision to program coordinators and supervising clinicians to ensure clinical and programmatic operations of over 30 clinicians, case managers and interns.
- Collect and maintain client and program information to meet DCF, EBP, MDFT and EDT evaluation requirements.
- Collaborate with outside providers to maintain referral base, and build relationships with community partners.
- Problem solve with multidisciplinary team around best practices for site operations; to uphold risk management for clients and staff.
- Management of small caseload to provide MATCH-ADTC, DBT and EMDR interventions to clients.

Willow Tree Wellness Southington, CT

Part-time Private Practice Therapist

8/2020 – 5/2023

- Part-time experience working with 5-7 adult clients in a private practice setting.
- Completion of intake assessments, diagnosing, treatment plans, progress notes and referral to additional services.
- Use of EMDR, CBT, DBT; Motivational Interviewing, and Psychodynamic approaches based on client need to treat adults with anxiety, depression and trauma.

Community Mental Health Affiliates (CMHA) Waterbury CT

Program Coordinator II Waterbury Outpatient and Extended Day Treatment Program (Full-time) 9/2021 – 7/2022

- Supervise professional and administrative activities of therapists(8), case managers (2) and interns (5).
- Provide clinical supervision to ensure fidelity to evidence based practices and DCF funded programs.
- Collect and maintain client and program information to meet DCF, EBP and EDT evaluation requirements.
- Collaborate with outside providers to maintain and manage referral base.
- Management of small caseload to provide MATCH-ADTC and EMDR interventions to clients.

CMHA Program Coordinator II Multidimensional Family Therapy Program

2/19 – 9/2021

- Certified as both an MDFT Therapist and MDFT Supervisor.
- Supervise professional and administrative activities of therapists(4)and therapist assistants(2)according to model.
- Provide a minimum of 10 hours clinical supervision to team, including case review, video review and live supervisions.
- Train, supervise and evaluate staff in the utilization and fidelity of the MDFT model.
- Collect and maintain client and program information to meet DCF and MDFT reporting and evaluation requirements.
- Collaborate with outside providers to maintain referral base.

CMHA Part-time Outpatient Clinician II-Torrington Office

2/18 - 2/19

- Utilize various treatment modalities, specifically CBT and DBT, to treat children, adolescents and adults.
- Complete assessments and reference the DSM V to diagnose mental health symptoms.
- Collaborate with client to create specific, measureable, achievable, relevant and timely goals, and incorporate into regularly reviewed treatment plans.

CMHA Family Based Recovery—Clinician II-Waterbury Office

9/17 - 2/19

- Utilize psychotherapy to provide intensive home-based treatment to 12 DCF referred families due to substance use.
- Complete supervised urine and breath screens, administer assessments, reference DSM V to diagnose mental health symptoms, create treatment plans, and provide aftercare recommendations.
- Explore triggers to substance use, including the impact of trauma, and problem solve around alternative coping skills.
- Explore parenting stressors, and process the impact of family dynamics and patterns on parenting style.

Family Centered Services of Connecticut, New Haven, CT

8/15 - 9/17

Multisystemic Therapy – Building Stronger Families (MST-BSF) Senior Clinician

- Utilize MST evidence based treatment model to provide intensive home treatment to 4 families with active DCF cases due to parental substance use, child abuse and neglect, including 3 one-hour sessions each week.
- Complete urine and breath screens, MST assessments, treatment plans, and implement intervention strategies.
- Assist parents to develop and implement safety plans and behavioral modification.

A.R.E.B.A Casriel Inc., New York, NY

9/14 - 6/15

Graduate Student Intern/Employee (Hired to work there full-time for a temporary position.)

- Provided support and counseling to clients in detoxification and inpatient rehabilitation stages of recovery, through use of individual and group therapy modalities..
- Referred clients to appropriate aftercare resources to support sobriety maintenance.

The Children's Aid Society, Department of Homemaker Services, New York, NY

9/13 - 9/14

Graduate Student Intern/Employee (Hired to work there full-time during the summer.)

- Completed monthly home visits to ensure the effective client-homemaker relationships, and provide counseling.
- Referred clients to other agencies to fulfill their mental health, food and transportation needs.

EDUCATION

Fordham University, New York, NY 5/15
Master of *Social Work*

Sacred Heart University, Fairfield, CT 5/13
Bachelor of Science, *Psychology*,
Minor, *Spanish*

FORMAL TRAININGS/CERTIFICATIONS

EMDR

Dialectical Behavior Therapy

Motivational Interviewing

Multidimensional Family Therapy (Clinician and Supervisor Certifications)

Circle of Security

Modular Approach in Treatment for Children with Anxiety, Depression, Trauma, Conduct (MATCH-ADTC)

Perinatal Mood Disorders and Support

SIFI (Seminar in Field Instruction)

Naomh O'Neill

SKILLS

- ✓ Knowledgeable in Microsoft Word, Excel, Explorer, Windows, and PowerPoint
- ✓ Familiar with data collection and analysis
- ✓ Eloquent Communication Skills
- ✓ Adaptable

EDUCATION

Eastern Connecticut State University

B.S Psychology - Concentration in Mental Health Counseling, Minored in Criminology

INTERNSHIP EXPERIENCE

Internship, Coventry Public High School, Spring 2022

- Working one-on-one with students, assisting students with assigned classwork

ACTIVITIES

Event Coordinator, ASL (American Sign Language) Club, 2021

Secretary, ASL (American Sign Language) Club, 2022

EMPLOYMENT

Lakewood-Trumbull YMCA Outdoor Center [June 2017- August 2023 (Seasonal/ Summer Hours)]

Camp Counselor

- Lead children in activities • attend trainings
- Organize materials and equipment • assist with drop off and pick up

Archery Specialist

- Lead children in activities • Order supplies for activities/additional equipment
- Organize materials • Go over safety regulations with children and counselor
- Give instruction with specific special area

Lakewood-Trumbull YMCA [August 2023 - Present]

Before and After School Caregiver

- Lead children in activities • Assist children with homework
- Engage in active or passive play • Utilize positive reinforcement for all child behaviours

Office of Housing and Residential Life [February 2022- May 2023]

Office Assistant

- Communicate with consumers via telephone and in-person • Handle confidential paperwork and mail
- Overlook supervisor schedules and coordinate accordingly • Work with Microsoft and eLife programs

VOLUNTEER ACTIVITIES

Pen Pals, Community Center of Engagement, 2020

40 Shades of Green, New York Irish Center, 2022

CERTIFICATIONS

QPR Suicide Prevention Gatekeeper Program, 2019

CPR Certification, 2022

First Aid Certification, 2022

Medication Administration Certification, 2023

Basic Life Support Certification, 2023

Gueber Docteur

Goal and people oriented individual.

I am a college graduate that is well invested in making other individuals receive whatever information they desire. I was captain of my high school football team so I understand the role of leadership and doing the hard work that comes with it.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

ABA Therapist

Aspire Living & Learning - Naugatuck, CT

August 2021 to Present

1:1 education & life skills therapist. Data collection, case managing, Physical/Psychological Management Training(PMT) Coach & applied behavioral analysis.

Service Advisor

Executive Dodge Jeep - Wallingford, CT

May 2021 to Present

Service Writer/Advisor

Service Advisor

Wiz Autos - Stratford, CT

January 2021 to February 2021

Transport vehicles

File paperwork

Operate computer

Customer service

Delivery Driver

Lasership - Meriden, CT

December 2019 to September 2020

Delivery specialist.

Recognized as one of the best workers.

Sales Associate

Finish Line - Milford, CT

November 2019 to March 2020

Sales Associate

Front Desk Associate

Crunch Fitness - Stratford, CT

July 2018 to February 2019

Front desk associate.

Student Helper

Southern Connecticut State University - New Haven, CT

May 2016 to 2019

Facilities and Operations

Receiving

Mover

Barcoding

Operating Vehicles

Driving

Delivery

Custodian/Maintenance

Stratford Board of Education - Stratford, CT

June 2014 to August 2014

Responsibilities

Clean furniture

Move furniture

Take out trash

Replace ceiling tiles

Replace lightbulbs

Vacuum

Skills Used

Time management

Flexibility

Determination

Multitasking

Education

Bachelor's degree in Sociology | Public Health

Southern Connecticut State University - New Haven, CT

2015 to 2019

Skills

- Moving Experience
- Custodial Experience
- Warehouse Experience
- Driving
- Load & Unload

- Organizational Skills
- Microsoft Office
- Handyman
- Pallet Jack
- Packaging
- Sales
- Delivery Driver Experience
- Dealership experience
- Automotive service
- Data collection

Certifications and Licenses

CPR Certification

June 2023 to June 2025

Driver's License

April 2021 to May 2027

Assessments

Customer service — Proficient

November 2020

Identifying and resolving common customer issues

Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Drivers License

