ARC

28

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Weaver
Commissioner

Justin Looser
Chief Executive Officer

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529 www.dhhs.nh.gov

June 5, 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, Hampstead Hospital and Residential Treatment Facility, to enter into a **Sole Source** amendment to an existing contract with Youth Villages, Inc. (VC#266910), Memphis, TN to provide Intercept® services an intensive in-home service designed to prevent children from re-entering out-of-home care, by increasing the price limitation by $600,000 from $17,500,000 to $18,100,000 with no change to the contract completion date of June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 33.33% General Funds, 66.67% Other Funds (Agency income funds).

The original contract was approved by Governor and Council on November 22, 2021, item #16 and most recently amended with Governor and Council approval on and June 14, 2023, item #15.

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

05-95-98-980010-2648 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	98000102	$0	$600,000	$600,000
			Subtotal	***$0***	***$600,000***	***$600,000***

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

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	563-500915	Community Based Services	47017002	$1,625,000	$0	$1,625,000
2023	563-500915	Community Based Services	47017002	$3,250,000	$0	$3,250,000
2024	563-500915	Contracts for Prog Svc	47017002	$2,000,000	$0	$2,000,000
2025	563-500915	Contracts for Prog Svc	47017002	$2,500,000	$0	$2,500,000
			Subtotal	***$9,375,000***	***$0***	***$9,375,000***
			Total	**$17,500,000**	**$600,000**	**$18,100,000**

EXPLANATION

The Department presented a request to the Executive Council on May 15, 2024 (item 18A) to transition behavioral health service providers at Hampstead Hospital and Residential Treatment Facility (HHRTF). During this transition, the Department must also contract for non-clinical and operational services that have been subcontracted to date by the prior behavioral health service provider at HHRTF. This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Department

is seeking to modify an existing contract with the Contractor to include HHRTF. The Contractor exclusively provides the Intercept® services model, which is proprietary and was developed and is only provided by the Contractor. Intercept® services are rated and supported by the federal Title IV-E Prevention Services Clearinghouse, aligning with the federal Family First Prevention Services Act legislation.

The purpose of this request is for the Contractor to provide Intercept® services at HHRTF, which are preventative services to support stabilization and/or reunification for youth up to age eighteen (18) who are assessed as stable and ready for discharge but require intensive community services. HHRTF will identify and refer patients for Intercept® services. The Contractor's Intercept® services model provides an integrated, intensive in-home parenting skills program, which includes case management, service coordination, systemic family therapy, and promotes family problem-solving skills. The Contractor utilizes evidence-based and research-informed interventions to the families, to address the impact of acute and chronic trauma by completing a risk trauma assessment and providing a comprehensive treatment approach.

Approximately 40 individuals will be served annually.

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

The Department will monitor services by Contractor's activities on-site at HHHRTF.

Should the Governor and Council not authorize this request identified patients at HHRTF may not have access to effective evidence-based intensive support services within their home environment that seek to prevent the child/youth from re-entering out-of-home care.

Area served: Hampstead Hospital and Residential Treatment Facility.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 22, 2021 (Item #16), June 14, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

   $18,100,000

2. Modify Exhibit B, Scope of Services; Section 2.1, to read:

   2.1. The Contractor shall provide services in this agreement for children ranging in age from birth to eighteen (18) years of age, and are identified:

   2.1.1. In an open case with DCYF.

   2.1.2. By Hampstead Hospital and Residential Treatment Facility (HHRTF) staff.

   2.1.2.1. Upon referral, the Contractor shall make initial contact with HHRTF to complete a Pre-Admission Assessment to determine clinical eligibility within 24 hours. Once the patient is deemed appropriate for services as outlined in this Agreement, the Contractor shall contact the family within two (2) business days to begin the in-person intake process.

3. Modify Exhibit B, Scope of Services; Section 2.34.2, to read:

   2.34.2. The Contractor shall conduct discharge planning with the following parties including but not limited to:

   2.34.2.1. Youth.

   2.34.2.2. Parents/caregivers.

   2.34.2.3. DCYF.

   2.34.2.4. HHRTF.

   2.34.2.5. Other identified resources or supports.

4. Modify Exhibit B, Scope of Services; Section 3.2, to read:

   3.2. The Contractor shall ensure referrals originate from multiple sources as determined by the Department including but not limited to:

   3.2.1. DCYF Community Based Voluntary Services (CBVS).

   3.2.2. DCYF Juvenile Justice Services.

   3.2.3. DCYF Child Protective Services (CPS).

   3.2.4. Hampstead Hospital and Residential Treatment Facility.

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

1. This Agreement is funded by:

1.1. 47%, Federal funds:

1.1.1. 25% Medicaid Entitlement, as awarded on 10/1/2022, by the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Assistance Living #93.778, FAIN #2305NH5MAP

1.1.2. 22% Foster Care Title IVE, as awarded on 10/12/2022, by the US Department of Health and Human Services, Administration for Children and Families, Assistance Living #93.658, FAIN #2201NHFOST

1.2. 51% General funds.

1.3. 2% Other Funds (Agency income funds).

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

3. Payment shall be on a per diem reimbursement rate of $110 for DCYF referred youth and $125 for HHRTF referred youth for related actual expenditures incurred in the fulfillment of this Agreement.

3.1. Payment for DCYF referred youth shall not exceed:

3.1.1. $2,500,000 for State Fiscal Year 2022.

3.1.2. $5,000,000 for State Fiscal Year 2023.

3.1.3. $5,000,000 for State Fiscal Year 2024.

3.1.4. $5,000,000 for State Fiscal year 2025.

3.2. Payment for HHRTF referred youth shall not exceed:

3.2.1. $600,000 for State Fiscal Year 2025.

7. Modify Exhibit C, Payment Terms, Section 5.1 to read:

5.1. The Contractor shall submit invoices for HHRTF related expenses to Shaun.E.Qualter@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
218 East Road
Hampstead Hospital
Hampstead, NH 03841

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/6/2024
Date

DocuSigned by:
Justin Looser
11BF80E47F834A0...
Name: Justin Looser
Title: CEO

Youth Villages, Inc.

6/5/2024
Date

DocuSigned by:
Patrick W. Lawler
3C4813578F0544A...
Name: Patrick W. Lawler
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/6/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **619973**

Certificate Number: **0006698206**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Hugh A. Gregory, Chief Financial Officer, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Youth Villages, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 31,2020, at which a quorum of the Directors/shareholders were present and voting. (Date)

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

is duly authorized on behalf of Youth Villages, Inc. to enter into contracts or agreements with the State (Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect 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: May 30,2024

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2023

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

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

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

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

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

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

YOUTVIL-01

COVERAGES **CERTIFICATE NUMBER: 1329821490** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		PHPK2595986	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY			PHPK2595990	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB879290	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PHPK2595986	9/1/2023	9/1/2024	1,000,000 Occ.	3,000,000 Agg
A	Abuse & Molestation			PHPK2595986	9/1/2023	9/1/2024	1,000,000 Occ.	3,000,000 Agg
B	Cyber Liability			D9824671A	9/1/2023	9/1/2024		5,000,000 Agg

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

See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cynthia W. Kirk

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2023

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 Higginbotham Insurance Agency, Inc. 2670 Union Avenue Extended, Suite 100 Memphis TN 38632	CONTACT NAME: PHONE (A/C, No, Ext): 800-728-2374 FAX (A/C, No): 817-882-9284 E-MAIL ADDRESS: jwalters@higginbotham.com
INSURED YOUTVIL-03 Youth Villages Inc. 3320 Brother Blvd. Memphis TN 38133	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Pennsylvania Manufacturers Indemnity Insurance — 41424 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1596128675 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		202375-98-41-35-4	9/15/2023	9/15/2024	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

New Hampshire Division for Children, Youth & Families,
NH Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

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

Youth VILLAGES®

The force for families

Mission & Values

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

Our Mission

Youth Villages helps children and families live successfully.

Our Values

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

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

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

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

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

We are each responsible for providing the highest level of service to our customers.
We deliver our best by listening and responding to our customers … every time, every day.

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

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

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

YOUTH VILLAGES, INC. AND AFFILIATES

SINGLE AUDIT REPORT

June 30, 2023

WATKINS UIBERALL
Certified Public Accountants
Independent Member of BKR International

TABLE OF CONTENTS

WATKINS UIBERALL
Certified Public Accountants
Independent Member of BKR International

Watkins Uiberall, PLLC

1661 Aaron Brenner Drive • Suite 300
Memphis, Tennessee 38120
901.761.2720 • Fax: 901.683.1120

417 West Main Street • Suite 100
Tupelo, Mississippi 38804
662.269.4014 • Fax: 662.269.4016

www.wucpas.com

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Youth Villages, Inc. and Affiliates' compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Youth Villages, Inc. and Affiliates' major federal programs for the year ended June 30, 2023. Youth Villages, Inc. and Affiliates' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Youth Villages, Inc. and Affiliates complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

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

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Youth Villages, Inc. and Affiliates' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of Youth Villages, Inc. and Affiliates' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Youth Villages, Inc. and Affiliates' internal control over compliance. Accordingly, no such opinion is expressed.

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

Report on Internal Control Over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

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

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

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

We have audited the consolidated financial statements of Youth Villages, Inc. and Affiliates as of and for the year ended June 30, 2023, and have issued our report thereon dated November 14, 2023, which contained an unmodified opinion on those consolidated financial statements. Our audit was performed for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards and schedule of state contracts are presented for purposes of additional analysis as required by the Uniform Guidance and the Tennessee Comptroller of the Treasury *Audit Manual* and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and schedule of state audit contracts are fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Watkins Uibrall, PLLC

Memphis, Tennessee
February 20, 2024

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2023

Federal Assistance Listing Number	Program Name	Grantor/Pass-through Agency	Grantor Number	Qualifying Expenditures
U.S. Department of Agriculture				
		Pass-Through Programs From :		
	Child Nutrition Cluster			
10.553/10.555	Nat'l Sch Lunch/Brkfst Prog	TN Dept of Agriculture	N/A	$ 1,019,617
10.553/10.555	Nat'l Sch Lunch/Brkfst Prog	GA Dept of Agriculture	900686	248,988
	Total Child Nutrition Cluster and U.S. Department of Agriculture			1,268,605
U.S. Department of Justice				
		Pass-Through Programs From :		
16.575	VOCA Victims Assistance Formula Grant	MS State Dept of Health, Office Against Interpersonal Violence	SG-1243-R4|SG-1243-R5	565,658
U.S. Department of Education				
		Pass-Through Programs From:		
84.425V	COVID-19 American Rescue Plan - Emergency Assistance to Non-public Schools	TN Department of Education	10-21-21-GR	44,270
U.S. Department of Health and Human Services				
		Pass-Through Programs From:		
93.092	Tennessee Wyman's Teen Outreach Program	TN Dept of Children's Services	N/A	36,329
93.556	Preservation	MS Dept of Human Services	6023475/6026729	1,053,232
93.556	Reunification	MS Dept of Human Services	6023476/6026730	605,941
93.556	Promoting Safe and Stable Families	Heartland for Children	SYVFP1	556,442
93.556	Intercept Services	MS Dept of Human Services	MDHS-SCSS-1002	1,465,758
	Total Federal 93.556 MaryLee Allen Promoting Safe and Stable Families Program			3,681,373
93.558	Temporary Assistance for Needy Families - Families First 2Gen	TN Dept of Human Services	RFS #34530-78123	41,820
93.658	Residential Treatment	Wisconsin Department of Children and Families	437007-G22-0001859-000-01	34,450
93.658	Residential Treatment	Wisconsin Department of Children and Families	437007-G22-0001975-000-01	92,000
93.658	Residential Treatment	Wisconsin Department of Children and Families	437007-G21-0001702-000-01	83,600
	Total Federal 93.658 Foster Care Title IV-E			210,050

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

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

For the Year Ended June 30, 2023

Federal Assistance Listing Number	Program Name	Grantor/Pass-through Agency	Grantor Number	Qualifying Expenditures
U.S. Department of Health and Human Services (continued)				
		Pass-Through Programs From:		
93.667	Social Services Block Grant	Barron County DHHS	RYVFP1	68,500
				68,500
93.670	Child Abuse Prevention and Treament Act (CAPTA)	MS Dept of Human Services	6026723	219,262
93.674	John H. Chafee Foster Care Program for Successful Transition to Adulthood	NH Department of Health and Human Services (DHHS)	05-95-042-421010-29580000	49,777
93.674	Pandemic Aid for Young Adults	State of Tennessee, Department of Children's Services	30758	420,314
	Total Federal 93.674 John H. Chafee Foster Care Program for Successful Transition to Adulthood			470,091
93.958	COVID19 Relief MHBG Mobile Crisis	State of TN, Dept of Mental Health and Substance Abuse	MHCMHSCRISCOV19	97,174
93.958	COVID ARPA, Mental Health Block Grant	State of TN, Dept of Mental Health and Substance Abuse	DGA 77421_2023-2025_021	1,584
93.958	GA Department of Behavioral Health& Development Disabilities	GA DBHDD	44100-026-0000177721	265,416
	Total Federal 93.958 Block Grants for Community Mental Health Services			364,174
	Total U.S. Department of Health and Human Services			5,091,599
U.S. Department of Community Affairs				
		Pass-Through Programs From :		
94.006	AmeriCorps	GA Dept of Community Affairs	20AFHGA0010019	128,836
94.006	AmeriCorps	GA Dept of Community Affairs	20AFHGA001	19,838
	Total Federal 94.006 AmeriCorps State and National and U.S. Department of Community Affairs			148,674
	TOTAL EXPENDITURES OF FEDERAL AWARDS			**$ 7,118,806**

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

YOUTH VILLAGES, INC. AND AFFILIATES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended June 30, 2023

NOTE 1 – BASIS OF PRESENTATION

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, as applicable, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

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

NOTE 4 – SUBRECIPIENTS

The Organization did not pass any awards through to subrecipients for the year ended June 30, 2023.

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS

For the Year Ended June 30, 2023

Contract Number	State Program Name	State Agency	Contract Revenue
Alabama			
5012	Intensive In-Home Services (IIHS)	AL Dept. of Human Resources	$ 2,161,476
FY2022-2023	MST Services	Lee County Juvenile Court - AL (from AL Dept. of Youth Services)	590,236
FY2022-2023	LifeSet and Intercept Services	AL Dept. of Youth Services	524,351
Arkansas			
4600043780	Professional Consultant Services - Intercept	State of Arkansas Division of Children and Family Services/DHS	4,537,234
N/A	LifeSet Services	State of Arkansas DHS - DJJ	336,996
Colorado			
300811-4	Education Services	Boulder CO DHHS EDU	12,289
300811	Residential Treatment Services	Boulder County Department of Housing and Human Services	31,200
N/A	Residential Treatment Services	Colorado Springs Public Schools	19,928
DHS-22-171	Education Services	El Paso County Finance Division	239,445
N/A	Education Services	Jefferson County Public Schools	39,766
Delaware			
DFS-23-16863	PRTF services with ancillary Education services	Department of Services for Children, Youth and Their Families	82,750
Florida			
RYVFP1	CBC-Purchase Therapeutic Svcs for Children	Heartland for Children	356,356
YV-01-2122	Residential Treatment Services	Embrace Families Inc	236,600
N/A	Residential Treatment Services	Children's Newtwork of Hillsborough LLC	65,145
Georgia			
N/A	Residential Treatment Centers Grant - 161	Georgia Department of Education	439,007
N/A	Quality Basic Education	Georgia Department of Education	672,728
42700 - 040 - 0000107232	Intercept program	DHR-DFCS-Region 13	800,492
42700 - 040 - 0000107232	Intercept program	DHR-DFCS-Region 14	504,093
N/A		DHR-DFCS- RTC/RBWO	693,436

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

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (CONTINUED)

For the Year Ended June 30, 2023

Contract Number	State Program Name	State Agency	Contract Revenue
Hawaii			
N/A	Education Services	HI Hawaii Department of Edu Sch District	$ 180,864
Idaho			
4C105800	Residential Treatment Services	Idaho Dept of Health and Welfare	12,350
Illinois			
4161508013	Institution Out of State - Fixed Rate agreement	IF DCFS	2,309,889
Indiana			
34967	Chid Welfare Service Provider Professional Services Contract Intercept	IN Department of Child Services	4,157,812
42556	Family Preservation Services	IN Department of Child Services	2,643,600
N/A	Residential Services for Children	Clark Pleasant Community School Corporation	71,552
Kentucky			
PON2 736 2200002604	LifeSet and Intercept Program	Commonwealth of Kentucky, DCBS	2,114,750
N/A	Residential Services for Children	KY Cabinet for Health and Family Services	49,250
Louisiana			
2000773722	Social Services - Intercept Program	Louisiana Department of Children and Family Services	1,327,374
Massachusetts			
INTF00000000923FNSS0	Family Network Support and Stabilization	Massachusetts DCF	22,621,637
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Central	1,479,912
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Metro Boston	440,341
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Northeast	648,237
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Southeast	2,255,864
DMHFLEX2019TO2028QZ1	Intercept Services	Massachusetts DMH - Western	453,199
DYSM036MSA1013092020	Intercept and LifeSet Services	Massachusetts Department of Youth Services	99,611
V0000243209	MA Workforce Intern Grant	Commonwealth of Massachusetts ARPA Funds	561,600
000323UNIQUECIRCUMST	Residential Treatment Services	DCF - NonCustodian young adults	675,470

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

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (CONTINUED)

For the Year Ended June 30, 2023

Contract Number	State Program Name	State Agency	Contract Revenue
Maine			
CT 10A 20220607000000003236	Residential Treatment Educational Services	Maine Department of Health and Human Services	$ 20,388
20220518*2942	Education Services	Maine Department of Education	228,338
N/A	Residential Treatment Services	ME The Opportunity Alliance- Second Chance Act	40,405
Michigan			
MA220000001327	Treatment Foster Care Out of State	Michigan DHHS	140,550
N/A	Residential Treatment Services	MI Health Alliance Plan (HAP) of Michigan HMO	96,600
Minnesota			
N/A	Residential Treatment Services	MN Olmsted County Health,Housing and Human Services	57,750
Mississippi			
6023475/6026729	In Circle - Preservation	MS Children Protective Services	351,077
6023476/6026730	In Circle - Reunification	MS Children Protective Services	201,980
N/A	Residential Treatment Services	MS Children Protective Services	249,556
N/A	Education Services	Mississippi Department of Education	1,383,532
North Carolina			
FY22-23	Wrap Around Services/Community Connections	DPS/JCPC	310,529
34567	MST Services	DPS/JCPC - Greensboro, NC/Davidson County	40,000
N/A	Single Point Assessment Services	Vaya Health - Assessments	141,263
N/A	MST Services	Vaya Health - JJSAMHP	82,500
N/A	HiFI Wrap	Vaya Health System of Care	456,438
Allocation 23-V-43	Substance Abuse & Mental Health - Asheville, NC	Vaya	36,778
10013-002-FY23	Tiered Care Coordination	Trillium	220,457
00044451	YV LifeSet	NC DSS	2,522,645
Nebraska			
N/A	PRTF, Specialized Care	NE DHHS, Division of Children and Family Services	115,207

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

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (CONTINUED)

For the Year Ended June 30, 2023

Contract Number	State Program Name	State Agency	Contract Revenue
New Hampshire			
SS-2023-DCYF-06-YOUTH-01	Independent Living	DCYF - DJJ|CPS	$ 2,508,270
05-095-42-421010- 2970	SGFSER SGF Services - LifeSet Program	NH Department of Health and Human Services (DHHS)	686,564
N/A	Education Services	NH Wellpath Recovery Solutions, LLC	54,500
Nevada			
N/A	Family Foster Care Resource	NV Clark County Department of Family Services	14,800
Ohio			
N/A	Franklin County Children Services Intercept Program	Franklin County Children Services	1,975,694
N/A	Educational Services	Cincinnati Public Schools	35,564
N/A	Educational Services	Cleveland Metropolitan School District	16,013
N/A	Educational Services	Columbus City Schools	129,223
N/A	Educational Services	Dayton Public Schools	66,035
N/A	Educational Services	Forest Hills School District	31,870
N/A	Educational Services	Franklin County Family and Children First Council	44,988
N/A	Educational Services	Hilliard City Schools	8,193
N/A	Educational Services	Huber Heights City Schools	1,862
N/A	Educational Services	Lakewood City School District	7,634
N/A	Educational Services	Licking County Department of Job & Family Service	47,701
N/A	Specialized Care Services	Miamisburg City School District	7,902
N/A	Educational Services	Northmont City School District OH	41,462
N/A	Specialized Care Services	Delaware Co Fam & Children First Council DCFCFC OH	70,893
N/A	Intercept Services	Tiffin City Schools OH	29,631
N/A	Educational Services	Toledo Public Schools	35,564
N/A	Educational Services	West Clermont Local School District	31,296
N/A	Educational Services	Western Brown Local School District	35,564
N/A	Educational Services	Winton Woods City Schools OH	10,055
N/A	Educational Services	Zanesville School District	37,426
Oklahoma			
21000432	OK-Oklahoma City Child Welfare - Intercept	OK Department of Human Services	2,051,920
21000432	OK-Tulsa Child Welfare - Intercept	OK Department of Human Services	1,673,636
N/A	Residential Treatment Services	OK Health Care Authority	915,294

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

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (CONTINUED)

For the Year Ended June 30, 2023

Contract Number	State Program Name	State Agency	Contract Revenue
Oregon			
170448	State of Oregon Professional Services Contract-Intercept services	OR Health Authority DHS	$ 421,372
171048	Independent Living/Lifeset Services	Oregon Department of Human Services - Washington Co	309,892
171050	Independent Living/Lifeset Services	Oregon Department of Human Services - Clackamas Co	223,670
2022-015	Crisis and Transition Services	Deschutes County Department of Community Justice	500,860
177420	Financial Literacy Stipends for Youth	ODHS	145,460
171050	Independent Living/Lifeset Services	Health Share of OR Clackamas County	680,302
N/A	Independent Living/Lifeset Services	Health Share of OR Multnomah County	572,110
171048	Independent Living/Lifeset Services	Health Share of OR Washington County	361,130
N/A	Housing benefit	Health Share of Oregon (HousingDemonstration) OHSU	32,895
179194	State of Oregon Professional Services Contract-Intercept services	OHA - Health Systems Division	22,500
N/A	Support for IIBHT Services	PacificSource	603,164
Rhode Island			
	Residential Treatment Services	RI Rhode Island DCYF	216,700
South Carolina			
N/A	Residential Treatment Services	SC Lexington School District Two	220,950
Multiple	Psychiatric Residential Treatment Facility Services	SC Select Health of South Carolina	395,050
Tennessee			
N/A	Title 1 - Nashville Metropolitan Area	Metropolitan Board of Public Education	28,848
PBC01752	Continuum Contract	TN Department of Children's Services	62,616,348
RFS3591007584	Foster Care, Title IV-E Unique Care Contract Services	TN Department of Children's Services	29,036,352
DGA 74163 _2022-2025_012	Crisis Services Continuum	TN Department of Mental Health and Substance Abuse Services	1,464,817
SPED017144	Special Education - Nicholas Hobbs Academy / Morris Wilson	TN Department of Children's Services	86,443
35910-07146	YVLifeSet, EFC case management or combination of both	TN Department of Children's Services	2,585,294
57681	Intercept-Intensive In-home Services	TN Department of Children's Services	12,638,989
35910-07167	Performance based Intensive In-Home Services	TN Department of Children's Services	2,270,620
N/A	GVR Grant	TN Department of Children's Services	1,500,000
Multiple	Statewide Juvenile Justice (Intensive In-Home Services)	TN Department of Children's Services	6,555,292
70393	Juvenile Justice Reform Local Diversion Grant - Thrive	TN Department of Mental Health and Substance Abuse Services	2,152,626

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

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (CONTINUED)

For the Year Ended June 30, 2023

Contract Number	State Program Name	State Agency	Contract Revenue
Tennessee (continued)			
DGA 73352 _2021-2022_007	Tennessee Resiliency Project	TN Department of Mental Health and Substance Abuse Services	$ 411,903
10-20-22 GR	TTI Shield of Care Curriculum Expansion	TN Department of Mental Health and Substance Abuse Services	250,000
N/A	Individual, group and in-home services	TN Libertas School of Memphis	35,000
N/A	Intercept Services	AYS DBA StepStone Family	31,680
Virginia			
N/A	Residential Treatment Services	Henrico County DSS	141,796
C-3020-YOVI	Residential Treatment Services	Roanoke Department of Social Services	394,550
Washington			
2212-40267	Out of State Intensive/Residential Services Child Specific	Office of Indian Child Welfare - WADCYF	148,966
Wisconsin			
Multiple	Residential Care	Wisconsin Department of Children and Families	572,410
N/A	Residential Care	Brown County HHS	94,900
84324/87054	Residential Care	Dane County, DHS	182,000
922	Residential Care	Dodge County HS&HD	30,335
DCFS-YV-PLC-RCC-23	Residential Care	WI Kenosha County DHS	115,700
205716-2103-00/205716-2103-02/205	Residential Care	LaCrosse County, DHS	267,150
N/A	Residential Care	WI Marathon County DSS	111,100
CYFS FFS22 904	Residential Care	Milwaukee County DHHS	117,300
23-19	Residential Care	WI Oneida County DSS	61,750
44-22-138/44-23-138	Residential Care	Outagamie County, DHHS	232,650
22-40 | 23-136	Residential Care	Racine Co. Dept. of Human Services	96,800
HSD_2022_0150/HSD_2023_0164	Residential Care	Rock County Human Services Department	595,400
22P-66	Residential Care	St. Croix County DHHS	27,950
4542	Residential Care	Walworth County WI DHHS	114,400
N/A	Residential Care	Washington County, Human Services Department	92,300
N/A	Residential Care	Waukesha Co WI DHS	42,250
2022-44384	Residential Care	Waupaca County, DHHS	86,000
N/A	Residential Care	Wood County DHHS WI	72,800

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

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF STATE CONTRACTS (CONTINUED)

For the Year Ended June 30, 2023

Contract Number	State Program Name	State Agency	Contract Revenue
West Virginia			
N/A	Residential Treatment/Educational Services	West Virginia DHHR BCF	$ 411,700
Wyoming			
N/A	Education Services	WY Department of Education (Campbell Cty Dst 1)	19,136
TOTAL STATE CONTRACT REVENUE			$ 202,111,997

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

YOUTH VILLAGES, INC. AND AFFILIATES

NOTE TO SCHEDULE OF STATE CONTACTS

For the Year Ended June 30, 2023

NOTE 1 – STATE CONTRACTS

In addition to the federal awards reported on the Schedule of Expenditures of Federal Awards, Youth Villages, Inc. and Affiliates performs services contracted by various state agencies during the Organization's normal course of operations. The Organization is a vendor to the state agency or department executing the contract, and in accordance with the guidance included in the Uniform Guidance, these agreements do not result in the Organization being a subrecipient of federal or state awards. For clarification purposes, the Schedule of State Contracts summarizes Youth Villages, Inc. and Affiliates' state contract revenue for the fiscal year ended June 30, 2023, under such agreements. Because the Schedule of State Contracts presents only a selected portion of the operations of Youth Villages, Inc. and Affiliates, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Youth Villages, Inc. and Affiliates.

YOUTH VILLAGES, INC. AND AFFILIATES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended June 30, 2023

A. SUMMARY OF AUDIT RESULTS

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

2. No significant deficiencies or material weaknesses relating to the audit of the consolidated financial statements are reported in the separately issued Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

3. No instances of noncompliance material to the consolidated financial statements of Youth Villages, Inc. and Affiliates, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies or material weaknesses relating to the audit of each major federal award program are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for each major federal award program for Youth Villages, Inc. and Affiliates expresses an unmodified opinion.

6. There are no audit findings required to be reported in accordance with Title 2 U.S *Code of Federal Regulations* (CFR) Part 200, Section 200.516(a).

7. The programs tested as major programs were:

   U.S. Department of Agriculture, *Child Nutrition Cluster,* Federal Assistance Listing numbers 10.553 and 10.555

   U.S. Department of Health and Human Services, *MaryLee Allen Promoting Safe and Stable Families Program, YV Single*Federal Assistance Listing number 93.556

8. The threshold for distinguishing between Type A and B programs was $750,000.

9. Youth Villages, Inc. and Affiliates was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

YOUTH VILLAGES, INC. AND AFFILIATES

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

For the Year Ended June 30, 2023

FINDINGS – FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

None

Youth VILLAGES®

The force for families

Board of Directors

Mr. Mark Allen
Executive Vice President, General Counsel and Secretary
FedEx Corporation
[redacted]
Member since 2018
Board Vice Chairman

Ms. Jes Averhart
CEO
Jes & Co.
[redacted]
Member since 2021

Mr. Mike Bruns
Owner, Bruns Holdings
[redacted]
Member since 1994/2014
Board Chairman/Chair Emeritus

Mr. Fredrick Burns
Owner, RuniT and Phramebooth
[redacted]
Member since 2020

Ms. Jennifer Bush
Cummins, Inc.
President, Power Systems
[redacted]
Member since 2016

Ms. Amy Crate
[redacted]
Member since 2021

Ms. Vanessa Diffenbaugh
Author & Co-Founder
The Camellia Network
[redacted]
Member since 2015
Board Secretary

Mr. Jamere Jackson
CFO
AutoZone
[redacted]
Member since 2022

Revised: April 2024

Youth VILLAGES®

The force for families

Board of Directors

Mr. James D. Lackie, President
River Street Management Company
[redacted]
Member since 2005/2015

Mr. Gary Shorb
Executive Director
The Urban Child Institute
[redacted]
Member since 2018

Mr. Gerald Laurain
Senior VP First TN Advisors and Chief Investment Officer of FTB Wealth Management
[redacted]
Member since 2017
Board Treasurer

Rev. Rufus Smith
Pastor
[redacted]
Member since 2021

Mr. Johnny Pitts, Managing Partner
Lipscomb & Pitts Insurance
[redacted]
Member since 2016

Mr. Matt Tarkenton
Executive Vice President
Tarkenton Financial
[redacted]
Member since 2019

Ms. Elizabeth Rose
Caiola & Rose, LLC
[redacted]
Member since 2017

Mr. David Tyler
Principal
Grant Thornton LLP
[redacted]
Member since 2019

Revised: April 2024

Youth VILLAGES®

The force for families

Board of Directors

Ms. Monica Wharton
Executive Vice President &
Chief Operating Officer
Methodist Le Bonheur Healthcare
[redacted]
Member since 2021

Revised: April 2024

Matt Stone

EXPERIENCE

Youth Villages, Executive Director

JUNE 2006-PRESENT

- Responsible for the initial and ongoing expansion of Youth Villages in Maine, Massachusetts and New Hampshire, building an organization with an operating budget of nearly $41 million
- Oversee more than 320 staff providing evidence-based, intensive in-home and community services to more than 2,500 young people and families per year
- Lead newly developed program, Intercept for Emergency Diversion, designed to address spiking youth mental health needs and alleviate the pediatric boarding crisis in MA hospitals
- Grew program from one hospital in southeast MA in 2021 to 22 hospitals serving the entire state in 2023
- Responsible for providing over $3 million per year in philanthropically funded services to Massachusetts EHS agencies to help the Commonwealth meet the needs of vulnerable young people and families.
- Leader in collaboration and advocacy with the Massachusetts Executive Office of Health and Human Services and the provider community to increase in-home and community-based prevention services for at-risk youth and families, and young adults aging out of the foster care system.

ADDITIONAL SERVICE IN NEW ENGLAND

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

AWARDS & HONORS

Spring Celebration Honoree 2022 – Youth Villages

Top 40 Under Forty Class of 2011 - Boston Business Journal

Teacher-Counselor of The Year 2003 – Youth Villages

EDUCATION

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

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

Lori Sustek, MSW

PROFESSIONAL EXPERIENCE

Youth Villages, Inc.

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

- Provide clinical and operational oversight of the Intercept and LifeSet programs in ME, MA, and NH
- Provide leadership development of specialists, supervisors, consultants, senior leadership and specialized positions
- Oversee operations for 7 offices and 350 staff
- Responsible for program budgeting
- Participate in marketing, lobbying, communications, and fund-raising efforts in MA and NH
- Responsible for program adherence to state audit standards
- Responsible for program adherence to Joint Commission accreditation standards
- Interface with Commonwealth agencies on fiscal budgeting, funding and expansion opportunities
- Monitor census of programs for over 1000 families and young adults
- Monitor and forecast growth needs of regions through hiring and retention strategies

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

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

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

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

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

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

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

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

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

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

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

MST Family Therapist (full-time 2005-2006)

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

EDUCATION

April 2014	Boston University, School of Management Institute for Nonprofit Management and Leadership Core Certificate Program
May 2005	Simmons College, Graduate School of Social Work Master of Social Work
May 2003	Clark University, Worcester, MA Bachelor of Arts in Psychology, Minor in Sociology, Certificate in School Psychology Dean's List, Scholar Athlete Award, 2002

TRAININGS AND CERTIFICATIONS

- CPI Crisis Prevention/Intervention
- First Aid
- CPR
- HIPAA
- CBT including DBT
- MST
- Process of Change – Substance Abuse Protocol
- PAYA Preparing Adolescents for Young Adulthood Curriculum
- Suicide Risk Assessment
- Motivational Interviewing
- Collaborative Problem Solving (CPS)

VOLUNTEER WORK

- Town of Tewksbury
  - Elementary School Building Committee, May 2019 to present
- Tewksbury Boy Scout Pack 49
  - Treasurer, January 2023 to present

Scott Manheimer

WORK EXPERIENCE

Youth Villages
Regional Director (MA and NH) Nov 2022-present

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

Assistant Director (MA and NH) May 2019-Nov 2022

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

Regional Supervisor (Woburn, MA) Sept 2016-May 2019

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

Clinical Supervisor (Woburn, MA) Aug 2014-Sept 2016

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

Senior Family Intervention Specialist (Woburn, MA) Mar 2012-Aug 2014

Intensive in-home services

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

Futures Clinic
1:1 Teacher/Case Manager (Beverly, MA) May 2011-Mar 2012

- Utilized ABA teacher of students with Autism in a 1:1 school setting.
- Implement behavior intervention and curriculum programs.

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

Melmark New England
ABA (Applied Behavior Analysis) Counselor (Dracut, MA) Oct 2009-Apr 2011

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

CERTIFICATIONS & SKILLS

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

EDUCATION & ACADEMICS:

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

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

Carly Branconnier

Education

Clark University, Worcester, MA
Master's in Public Administration December 2018
GPA: 4.0
Bachelor of Arts in Psychology, Concentration in Public Health December 2017
GPA: 3.93

Work Experience

Youth Villages Manchester, NH
State Manager April 2024- Present

- Oversees contract compliance and management for both Intercept and LifeSet programs
- Manages regional supervisors and staffing concerns and needs
- Engages state partners and leaders in relationship building and program implementation and management

Youth Villages Manchester, NH
Regional Supervisor July 2020-April 2024

- Launched a new LifeSet program in Manchester, NH
- Trains and develops staff and supervisors for the LifeSet program and one team from the Intercept program
- Ensures quality of services and meeting of compliance standards
- Assists and oversees crisis management and reporting up procedures to ensure safety of clients
- Communicates and builds partnerships with DCYF and other community agencies and handles customer service concerns
- Responsible for interviewing, hiring, and onboarding procedures

Youth Villages LifeSet Program, Woburn, MA August 2018-Present
Clinical Supervisor

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

Youth Villages LifeSet Program, Woburn, MA
YV LifeSet Specialist December 2018-August 2018

- Providing support for youth ages 17-22 in reaching their goals in adulthood and helping them build the skills to maintain long term success.
- Assists youth with building up lagging skills around housing acquisition, job acquisition and maintenance, money management and budgeting, educational success, and general health.

- Develops safety plans that empower youth to build up their natural supports, coping skills and ensure their own long-term safety
- Communicate consistently and professionally with outside organizations such as DCF and DMH

Worcester District Attorney's Office, Worcester, MA January 2017- May 2017
Superior Court Intern

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

Skills

Certifications: CPR, First Aid, A-CRA
Software: Microsoft Office (Word, PowerPoint, Excel)

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Youth Villages

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Matthew Stone	Executive Director	$0.00	$265,000.00
Lori Sustek	State Director	$0.00	$210,000.00
Scott Manheimer	Regional Director	$0.00	$149,900.00
Carly Branconnier	State Manager	$108,000.00	$120,000.00
		$0.00	$0.00
		$0.00	$0.00

ARC

15

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

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

Lori A. Weaver
Interim Commissioner

Joseph E. Ribsam, Jr.
Director

May 23, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** amendment to an existing contract with Youth Villages, Inc. (VC#266910), Memphis, TN for the continued provision of Intercept®, an intensive in-home service designed to prevent children from entering out-of-home care, by exercising a contract renewal option by increasing the price limitation by $10,000,000 from $7,500,000 to $17,500,000 and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023 upon Governor and Council approval. 50% Federal Funds. 50% General Funds.

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

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

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

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

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

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

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor is uniquely qualified to provide maintenance and support, because the Contractor exclusively provides the Intercept® services model, which is proprietary and was developed and is only provided by the Contractor. Intercept® services are rated and supported by the federal Title IV-E Prevention Services Clearinghouse, aligning with the federal Family First Prevention Services Act legislation. Intercept® is rated as a well-supported practice because at least two (2) studies carried out in a usual care or practice setting achieved a rating of moderate or high on design and execution, and demonstrated a sustained favorable effect of at least twelve (12) months beyond the end of treatment on at least one (1) target outcome. Intercept® possesses the ability to respond to a broad range of family needs that require longer-term support, care coordination, and direct clinical interventions.

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

Approximately 250 youth and their families will be served annually.

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

The Department will monitor services by ensuring:

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1.1, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

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

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2305NH5MAPAssistance Listing Number #93.658, FAIN #2201NHFOST.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 22, 2021 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

   June 30, 2025

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

   $17,500,000

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

   Robert W. Moore, Director

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

   1. This Agreement is funded by:

      1.1. 50%, Federal funds:

         1.1.1. 28.25% Medicaid Entitlement, as awarded on 10/1/2022, by the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Assistance Living #93.778, FAIN #2305NH5MAP

         1.1.2. 21.75% Foster Care Title IVE, as awarded on 10/12/2022, by the US Department of Health and Human Services, Administration for Children and Families, Assistance Living #93.658, FAIN #2201NHFOST

      1.2. 50% General funds.

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

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

State of New Hampshire
Department of Health and Human Services

5/26/2023
Date

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

Youth Villages, Inc.

5/22/2023
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

5/27/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

16 mac

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

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

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

October 13, 2021

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

REQUESTED ACTION

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

for Commissioner Shibinette

Lori A. Shibinette
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

Contractor Initials DS PWL
Date 11/4/2021

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

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

5. **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

7. **PERSONNEL.**

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

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

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

Contractor Initials PWL

Date 11/4/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials PW

Date 11/4/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials PWL

Date 11/4/2021

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Key Definitions

1.1. **Begin date of services:** Shall be defined as the date the contractor initiated contact with the client/family, and corresponds with the date listed as "begin date of services" on the Division for Children, Youth and Families (DCYF) Service Authorization Form.

1.2. **Face-to-face:** Shall be defined as the first face-to-face interaction following the date on which the referral was made in which a provider begins working with the families to deliver Intercept®. Face-to-Face shall further be defined as in-person interactions; however, DCYF reserves the right to adjust the definition, with a thirty (30) day written or verbal notice to the Contractor agency.

1.3. **Open case:** Open case shall be defined as any case opened to DCYF, including community-based/internal voluntary cases.

1.4. **Out-of-home care/placement:** Shall be defined as the removal of a child from their normal place of residence to reside in a court-ordered substitute care setting under the placement and care responsibility of DCYF.

1.5. **Intercept® services model:** Shall be defined as a supported practice, that provides an integrated, intensive in-home parenting support, used to safely prevent children from entering out-of-home care. Intercept® offers a variety of evidence-based and research-informed practices to meet the individualized needs of a youth and family.

1.6. **Supported practice:** Shall be defined as a program that has at least one contrast in a study carried out in a usual care or practice setting that achieves a rating of moderate or high on design and execution and demonstrates a sustained favorable effect of at least 6 months beyond the end of treatment on at least one target outcome.

1.7. **Well-supported practice:** Shall be defined as an evidence-based service that has at least two (2) contrasts, with non-overlapping samples in studies carried out in usual care or practice settings that achieve a rating of moderate or high on design and execution and demonstrate favorable effects in a target outcome domain. At least one (1) of the contrasts must demonstrate a sustained favorable effect of at least 12 months beyond the end of treatment on at least one (1) target outcome.

2. Statement of Work

2.1. The Contractor shall provide services in this agreement for children ranging in age from birth to eighteen (18) years of age, and identified in an open case with DCYF.

2.2. The Contractor shall ensure services are available Statewide, and have Family Intervention Specialists available to serve all DCYF District Offices.

2.3. For the purposes of this agreement, all references to days shall be defined as a complete "overnight" calendar day and shall include Saturdays, Sundays, and Holidays.

2.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8 AM to 4:30 PM, excluding state and federal holidays.

2.5. The Contractor shall utilize the Intercept® services model, which uses an integrative process combining evidence-based clinical content and consultation with a program expert to address issues and present concerns for children and families.

2.6. The Contractor shall provide preventative services to support stabilization and/or reunification for children and youth from birth to age eighteen (18) who have demonstrated emotional and/or behavioral problems, or have experienced abuse and/or neglect and may be at risk of entering foster care or other out-of-home placements.

2.7. The Contractor shall be required to deliver the contract with fidelity and in compliance with all Intercept® model specifications and requirements.

2.8. The Contractor shall provide case management and service coordination in order to promote and strengthen families eligible only under Intercept® specifications and requirements, parenting skill education, systemic family therapy, and family stabilization, including but not limited to:

2.8.1. Family protective factors.

2.8.2. Overall family functioning.

2.8.3. Parenting skills.

2.8.4. Problem-solving skills.

2.8.5. Natural and community supports.

2.9. The Contractor shall provide case management and service coordination in order to reduce incidences including but not limited to:

2.9.1. Out-of-home placements.

2.9.2. Mental health symptomology.

2.9.3. Inappropriate or harmful parenting techniques.

2.9.4. Illicit substance use.

2.10. The Contractor shall provide evidence-based and research-informed interventions to the families to address trauma situations including but not limited to:

2.10.1. Family.

2.10.2. School.

2.10.3. Neighborhood.

2.10.4. Peer group.

2.10.5. Community.

2.11. The Contractor shall utilize the Intercept® services model, which provides an integrated, intensive in-home parenting skills program, used to safely prevent children from entering out-of-home care including but not limited to:

2.11.1. Foster care.

2.11.2. Kinship placement.

2.11.3. Residential treatment.

2.11.4. Group home settings.

2.12. The Contractor shall provide a comprehensive treatment approach including but not limited to:

2.12.1. Advocating extensively to access community resources.

2.12.2. Linking to long-term, ongoing support.

2.13. The Contractor shall provide Family Intervention Specialists who shall work with both the child and the caregivers to address issues impacting home stability.

2.14. The Contractor shall meet with the family at the home or community on average three (3) times weekly and provide twenty four (24) -hour on-call crisis support.

2.15. The Contractor shall serve an average daily census of 125 families, totaling 250 families by the end of Fiscal Year 2022, and an estimated 375 families by the end of Fiscal Year 2023.

2.16. The Contractor shall provide services on an average of five (5) months, dependent upon referral type.

2.17. The Contractor shall collaborate with other providers, including but not limited to:

2.17.1. Schools.

2.17.2. Case workers.

2.17.3. Court Appointed Special Advocate (CASA) and/or Guardian Ad Litem (GAL).

2.17.4. Courts.

2.17.5. Other community supports to formulate individualized treatment plans.

2.18. The Contractor shall provide Intercept® interventions to address the referral behaviors of each family/client.

2.19. The Contractor shall enable timely face-to-face interaction, allowing families to choose the times that work best for them.

2.20. The Contractor shall utilize telehealth service delivery options when necessary in order to effectively address crisis management and to allow for effective response to critical incidences, and in other exigent circumstances such as weather and/or state emergencies.

2.21. The Contractor shall establish contact and exhaust all efforts to conduct a face-to-face with the family within three (3) days of the referral to Intercept®.

2.22. The Contractor shall build treatment plans based on identified referral family challenges, needs, and circumstances that have led to Department involvement which includes but is not limited to:

2.22.1. Identified transportation barriers.

2.22.2. A need to increase skills in order to self-sustain transportation.

2.23. The Contractor shall ensure services be developed and delivered in a culturally competent manner.

2.24. The Contractor shall assure that their policies, practices, staff, and service delivery are sensitive and responsive to all youth and families regardless of their race, ancestry, color, age, gender, religion, marital status, disability, national origin, behavioral health disorder, sexual orientation, gender-confirming, and ability to pay.

2.25. The Contractor shall provide services to youth and families who are not fluent in English or a language not spoken by the therapist.

2.26. The Contractor shall ensure providers use organization staff or interpreters if in the adolescent's and/or family's best interest.

2.27. The Contractor shall ensure youth do not translate for parents or family members.

2.28. The Contractor shall continue to work with families to prepare for the youth's return in any case in which the youth has been temporarily placed in an out-of-home care.

2.29. The Contractor shall assess and address the impact of acute and chronic trauma by completing a risk trauma assessment which includes, but is not limited to:

2.29.1. An assessment that considers both youth and family trauma exposure history.

2.29.2. Completing the assessments at admission, then updated monthly and after serious incidents throughout treatment.

2.29.3. Including a trauma sensitive component focusing on current and past trauma episodes, while also considering both protective and restorative factors.

2.29.4. Multiple trauma-informed intervention strategies that are utilized throughout treatment to address traumatic stress and related mental health issues.

2.30. The Contractor shall measure progress with children and families through ongoing assessment and review as determined by, and in consultation with, the Department.

2.31. The Contractor shall ensure that families who have disengaged from the program remain connected with the service through persistent follow-up including but not limited to:

2.31.1. Flexible scheduling and rescheduling.

2.31.2. Telephone correspondence.

2.31.3. Digital and personal interactions.

2.32. The Contractor shall ensure treatment plans are reviewed on a bi-weekly basis by Licensed Program Experts, assuring fidelity with the program model.

2.33. The Contractor shall assess each referral for appropriateness within the bounds of the Intercept® model and will exclude youth who are currently experiencing behavior including but not limited to:

2.33.1. Problematic sexual behavior for youth thirteen years and older, where a higher-level of clinical intervention is necessary.

2.33.2. Homicidal and/or suicidal ideations/behaviors with intent and plan and caregiver is unable to restrict access to lethal means.

2.33.3. Youth or caregivers with a low Intelligence Quotient, due to the service requiring the ability to conceptualize the intervention approaches and apply them.

2.33.4. A combination of risk factors, without the protective factors necessary for safety based on an assessment is done on a case-by-case basis and will be provided to the Department upon denial outside of the exclusionary factors above.

2.34. **Discharge from Intercept®:**

2.34.1. The Contractor shall develop a discharge plan, beginning at the time of admission and continuing throughout service.

2.34.2. The Contractor shall conduct discharge planning with the following parties including but not limited to:

2.34.2.1. Youth.

2.34.2.2. Parents/caregivers.

2.34.2.3. DCYF.

2.34.2.4. Other identified resources or supports.

2.34.3. The Contractor shall determine if the family should be discharged from Intercept® by utilizing the following discharge criteria, including but not limited to:

2.34.3.1. A majority of the identified treatment goals for the case have been met and sustained.

2.34.3.2. The youth has few significant behavioral problems that the family cannot manage.

2.34.3.3. The family can effectively manage any recurring problems and functions reasonably well for at least three (3) to four (4) weeks.

2.34.3.4. The family has made substantial progress as it relates to family therapy goals, increasing family attachment, and/or achievement of identified parenting skills.

2.34.3.5. The Family Intervention Specialist and Supervisor feel the caregivers have demonstrated the knowledge, skills, resources, and support needed to handle subsequent family-level or individual-level problems.

2.34.4. The Contractor shall develop a plan of care and participate in case-specific team meetings and develop and implement a coordinated plan of care, including but not limited to:

2.34.4.1. Establishing a step-down or aftercare community-based program or service that is understood and supported by the family.

2.34.4.2. Ensuring linkage with traditional and non-traditional supports and services are in place before discharge when clinically indicated by the discharge plan.

2.34.5. The Contractor shall, with the approval of the Department, be able to discharge a family from Intercept® when the client has met the identified goals of their treatment plan, but for whom, despite consistent and repeated efforts by the Family Intervention Specialist and Clinical Supervisor to overcome the barriers to further success, the service has reached a point of diminishing returns for the additional time invested.

2.34.6. The Contractor shall make every effort to meet with the youth, the parent/caregiver, and other identified supports to discuss the

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

2.34.6.1. Reasons for the discharge.

2.34.6.2. Steps to avoid the early discharge.

2.34.6.3. Impact of the decision.

2.34.6.4. Any compromises or changes needed to continue with the service.

2.34.6.5. Identification and linkages to alternative service or treatment options.

2.34.6.6. Finalizing an early discharge.

2.35. **Extending Intercept®**

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

2.35.1.1. The identified needs of the specific youth and family.

2.35.1.2. How the youth and family needs weigh against the needs of youth and family yet to be served.

2.35.1.3. The extent to which the program engaged the family, and utilized other specific strategies to try to improve engagement, but experienced challenges and lack of reciprocation by the family.

2.35.1.4. The need for the Family Intervention Specialist to provide additional investment of engagement and alignment to move the case forward.

2.35.1.5. The projected outcomes of extended service time.

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

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

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

3. Compliance Standards

3.1. The Contractor shall provide services to all families referred by the Department unless that family is identified as ineligible for Intercept® under model specifications and requirements.

3.2. The Contractor shall ensure referrals originate from multiple sources as determined by the Department including but not limited to:

3.2.1. DCYF Community Based Voluntary Services (CBVS).

3.2.2. DCYF Juvenile Justice Services.

3.2.3. DCYF Child Protective Services (CPS).

3.3. The Contractor shall not discharge any family referred by the Department without following a protocol specified by the Department.

3.4. The Contractor shall adhere to all specifications and requirements, if and when they become "well-supported", in compliance with NH DCYF's 5-year prevention plan and the Family First Prevention Service Act (FFPSA), including but not limited to:

3.4.1. All data reporting.

3.4.2. Record keeping and retention.

3.4.3. Fiscal compliance.

3.5. The Department will distribute associated guidance after DCYF's 5-year plan is reviewed and approved.

3.6. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

3.7. The Department retains the right to provide comments and mandate changes to all program policies, procedures, and documents to ensure those documents align with NH DCYF policy, NH state law, and Department needs.

3.8. The Department shall retain the right to establish protocols around DCYF staff and Intercept® supervisor/clinician interactions to satisfy the needs of DCYF and NH courts.

3.9. The Contractor shall make a report immediately available to DCYF Central Intake if they suspect child abuse or neglect, consistent with their responsibility as mandated reporters under State law.

3.10. The Contractor shall identify a data team or other appropriate individual(s) within 30 days of the contract effective date.

4. Staffing

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

4.1.1. The Contractor shall ensure Intercept® Family Intervention Specialists receive extensive training in the program model before delivering the service and on a recurring basis. Training shall comply with all Intercept® model specifications and requirements, including but not limited to:

- 4.1.1.1. Initial new hire organizational orientation.
- 4.1.1.2. Guided by Program Experts who are licensed (or within six (6) months of licensure and receiving licensure supervision) mental health clinicians.
- 4.1.1.3. Ongoing quarterly clinically-focused booster training sessions.
- 4.1.1.4. Individual development meetings with supervisor.
- 4.1.1.5. Field visits by leadership staff.
- 4.1.1.6. Access to online clinical trainings/resources.

4.1.2. The Contractor shall ensure additional available training is beneficial to the staff in delivering Intercept®. Training and conferences topics shall include but are not limited to:

- 4.1.2.1. Substance use.
- 4.1.2.2. Childhood Maltreatment (Abuse/Neglect).
- 4.1.2.3. Parenting techniques.
- 4.1.2.4. Cultural competence/humility.
- 4.1.2.5. Childhood & generational trauma (Trauma-Informed).
- 4.1.2.6. Engagement strategies.

4.1.3. The Contractor shall ensure each Family Intervention Specialist maintain a caseload of no more than four (4) or six (6) families at one time.

4.1.4. The Contractor shall provide an initial Clinical Foundations training, taught by licensed Program Experts, to all staff, including but not limited to:

- 4.1.4.1. Family Intervention Specialists.
- 4.1.4.2. Supervisors.

4.1.5. The Contractor shall provide weekly consultations provided by Intercept® Licensed Program Experts with all Family Intervention Specialists and Supervisors to ensure quality work and fidelity to the model.

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

5. **Exhibits Incorporated**

5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

6. **Reporting Requirements**

6.1. The Contractor shall adhere to all Department State Office reporting requirements, which include, but are not limited to:

6.1.1. Data to support performance improvement.

6.1.2. Reports to support contract oversight and Department compliance activities (including but not limited to summaries of treatment plans, monthly reports, or equivalent snapshots of fidelity, additional financial reporting, as well as other summary reports at the discretion and as identified by the department).

6.2. The Contractor shall adhere to all Department Field Service reporting requirements, which include but are not limited to:

6.2.1. Weekly summary reports and Monthly progress reports for Child Protective Service Workers (CPSW) or equivalent staff.

6.2.2. Participating in team meetings, to include the CPSW and family, at least every six (6) weeks.

6.2.3. Reporting all critical incidents verbally or with a concurrent written report as soon as possible or within 24 hours, which include, but are not limited to:

6.2.3.1. Intoxication by a primary caregiver that creates an unsafe environment/situation.

6.2.3.2. Illegal drugs or drug paraphernalia found in the home.

6.2.3.3. Imminent instability in placement.

6.2.3.4. Hospitalization or Emergency Medical Treatment of a family member.

6.2.3.5. Vehicular accident involving a family member, which resulted in serious injury.

6.2.3.6. Violence, especially when resulting in injury or risks to safety.

6.2.3.7. Death by suicide, suicide attempt, or threat of suicide by the youth or a family member.

6.2.3.8. Death by homicide, homicidal attempts, or homicidal threats.

6.2.3.9. Death or serious injury to the child or an immediate family member.

6.2.3.10. Police involvement.

6.2.3.11. Sexual assault, abuse, harassment, or rape, where the youth/child is the victim.

6.2.3.12. Runaway, Abduction, or Whereabouts unknown for more than a few hours.

6.2.3.13. Alleged incidents or suspicion of human trafficking.

6.2.3.14. New access to weapons that pose high safety risk.

6.2.3.15. Mental Health Crisis.

6.2.3.16. Loss of Housing.

6.2.3.17. Pregnancy/Birth of a Child.

6.2.3.18. Expulsion or Withdrawal from educational setting.

6.2.3.19. Child Protection report made for suspicion of abuse/neglect.

6.3. The Department reserves the right to establish data reporting and deliverable requirements throughout the contract.

6.4. The Contractor shall collect and analyze data from youth served at least sixty (60) days in the program (a minimum "dose") at the time of discharge and again at twelve (12) months post-discharge, which shall include but is not limited to:

6.4.1. Location.

6.4.2. Custody status.

6.4.3. Subsequent assessments.

6.5. The Contractor shall share data with the Department, upon request.

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

7. **Performance Measures**

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

Key performance metrics
Before the first face-to-face meeting
• Share of referred families who do/do not enroll in Intercept® (and reason for rejection) • Share of referred families who are contacted within three (3) days of referral. • Share of referred families who receive a face-to-face within three (3) days of the referral.
While enrolled in Intercept
• Share of enrolled families who receive new substantiated assessment while enrolled in Intercept®. • Share of children who are placed into foster care, kinship care, or congregate care while enrolled in Intercept®
At discharge from Intercept
• Share of families who do/do not complete the program (incl. reason for non-completion). • Share of children and families who have shown a reduction in referral behaviors and/or challenges following their discharge from Intercept®, with respect to the minimum 60 days of service.
Short-term outcomes
• Share of families who remain involved with CPS 3 months after discharge • Share of families with a new case opened to CPS within six months after discharge • Share of youth who enter placement within six months after discharge
Longer-term outcomes:
• Share of families with a case opened to CPS within 12 months of discharge • Share of youth who enter any form of placement within 12 months of discharge

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

7.2.1. Number of families currently enrolled in Intercept®.

7.2.2. Percentage of Intercept® slots currently used.

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

7.2.4. Percentage of referrals in the Intercept® defined target population.

7.2.5. Number of enrolled families, including the number in the defined target population.

7.2.6. Percentage of enrolled families in the Intercept® defined target population.

7.2.7. Number of days from DCYF assessment and/or case start date to referral date.

7.2.8. Number of days from referral date to the first date of contact with the family.

7.2.9. Number of days from referral date to the first face-to-face with the family.

7.2.10. Percentage of families seen three (3) times per week while enrolled in the service.

7.2.11. Percentage of families who reach the minimum dose of service, being at least sixty (60 days) of enrollment.

7.2.12. Seventy (70) percent of youth will live at home or independently twelve (12) months after discharge.

7.2.13. Less than twenty-five (25) percent will be in state custody twelve (12) months after discharge.

7.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

7.4. The Contractor in collaboration with the Department shall hold provider meetings monthly, or as needed, focused on performance topics, including but not limited to:

7.4.1. Persistent follow-up on referrals.

7.4.2. Service completion.

7.4.3. Short and long-term program outcomes.

7.4.4. Equitable service delivery.

7.5. The Contractor may be required to provide other key data and metrics to the Department, including but not limited to:

7.5.1. Client-level demographic.

7.5.2. Performance.

7.5.3. Service data.

7.6. The Contractor shall collect and share data with the Department in a format specified by the Department where applicable.

7.7. The Department reserves the right to establish additional performance metrics based on program performance, Department and Contractor learning, and collaboration with the Contractor.

8. Additional Terms

8.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

8.3. Credits and Copyright Ownership

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

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

8.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

8.3.3.1. Brochures.

8.3.3.2. Resource directories.

8.3.3.3. Protocols or guidelines.

8.3.3.4. Posters.

8.3.3.5. Reports.

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

8.4. **Eligibility Determinations**

8.4.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

8.4.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

8.4.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

8.4.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

9. **Records**

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

9.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

9.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions,

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 32.50%, Federal funds Assistance Listing Number #93.778 Medical Assistance Program, Centers for Medicare and Medicaid Services.
   1.2. 67.50% General funds.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a per diem reimbursement rate of $110 for actual expenditures incurred in the fulfillment of this Agreement.
4. The Contractor shall bill the appropriate funding sources in accordance with standard billing procedures in both NH Medicaid and DCYF. The Contractor shall submit NH Medicaid expenses via the Website below:

   https://www.nhmmis.nh.gov/
5. The Contractor shall submit non-clinical expenses via the Website below:

   https://business.nh.gov/beb/Pages/Index.aspx
6. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
7. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
10. Audits

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

EXHIBIT C

10.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:

10.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH. RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

10.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

10.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials PWL
Date 11/4/2021

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

11/4/2021
Date

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

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

11/4/2021
Date

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

11/4/2021
Date

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

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

DS PWL

Contractor Initials _____

Date 11/4/2021

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

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

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

Contractor Name:

11/4/2021
Date

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

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/4/2021
Date

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

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials PW

Date 11/4/2021

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

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

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

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

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

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

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

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

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

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

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

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

(3). Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Youth Villages
The State by:	Name of the Contractor
Joseph E. Ribsam, Jr.	Patrick W. Lawler
Signature of Authorized Representative	Signature of Authorized Representative
Joseph E. Ribsam, Jr.	Patrick W. Lawler
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
11/4/2021	11/4/2021
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

DocuSigned by:
Patrick W. Lawler

11/4/2021
Date

Name: Patrick W. Lawler
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 173506452

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

   ____ NO X YES

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

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

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

   X NO ____ YES

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

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

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

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

Contractor Initials DS PWL

Date 11/4/2021

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

Contractor Initials PWL

Date 11/4/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

    d. send emails containing Confidential Information only if 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;
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