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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

July 17, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below in **bold** type to correct an error in the rate calculations for behavioral health residential treatment services for children, youth and young adults, with no change to the price limitation of \$365,320,996.18, and with no change to the contract completion dates of June 30, 2025, effective retroactive to July 1, 2023, upon Governor and Council approval.

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

Contractor Name	Vendor Code	Area Served	G&C Approval
Chase Home for Children in Portsmouth, N.H. Portsmouth, NH	159596	Portsmouth, NH	O: 8/4/21 Item #15 A01: 12/20/2023 Item #32C
Devereux Foundation, dba Devereux Advanced Behavioral Health, Massachusetts & Rhode Island (Devereux MA/RI) Rutland, MA	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	O: 8/4/21 Item #15 A01: 12/20/2023 Item #32C
Dover Children's Home Dover, NH	154149	Dover, NH	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Manchester, NH	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C
The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C

9

Nashua Children's Home Nashua, NH	154120	Nashua, NH	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C
Mount Prospect Academy, Inc. Plymouth, NH	168139	Plymouth, NH	O: 8/4/2021 Item #15 A01: 12/20/2023 Item #32C
Orion House, Incorporated Newport, NH	154861	Newport, NH	O: 8/4/21 Item #15 A01: 6/28/2023 Item #43 A02: 12/20/2023 Item #32C
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	O:10/13/21 Item #38B A01: 12/20/2023 Item #32C
Stetson School, Inc. Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord; and Rockingham County	O: 8/4/21 Item #15 A01: 12/20/2023 Item #32C
Webster House Manchester, NH	318295	Manchester, NH	O: 7/14/21 Item #14 A01: 6/28/2023 Item #43 A02: 12/20/2023 Item #32C
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C

EXPLANATION

This request is **Retroactive** to July 1, 2023, which is the effective date of these revised rates. Through the most recent renewal and rate setting process, there were new calculations made, and an error was discovered in the rate used in these three contracts. The corrected rates have been carefully reviewed and agreed upon by the Department and the three Contractors.

The purpose of this request is to ensure that the Contractors in bold above are reimbursed for children's residential services using the correct rate. The Contractors will continue to deliver evidence-based and trauma-informed clinical services, as an essential part of the Children's System of Care, to reduce reliance on emergency rooms and hospital settings. The Contractors

will continue supporting the Department's efforts to provide better long-term outcomes for youth by providing services that are short-term, target treatment episodes to reduce re-entry into residential treatment settings and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act, and by New Hampshire RSA 135-F, System of Care for Children's Mental Health.

The population served through all of the contracts listed above includes children and youth who display significant behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor determines whether children and youth receiving services provided in the family home are eligible for the residential levels of care.

Approximately 400-500 individuals will be served annually through June 30, 2025.

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

- Rapid acceptance of referrals;
- Reduction of restraints and seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of length of stay; and
- Reduction of staff turnover and retention of quality staff.

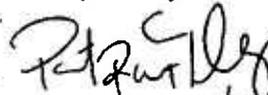
Should the Governor and Council not authorize this request, the Contractors will not be reimbursed at the appropriate rate; leaving the Department vulnerable to potentially losing these critical service providers, which would be detrimental to the overall capacity to serve youth in programs in-state.

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14) as amended on December 20, 2023 (item #32C), 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. Modify Exhibit C, Payment Terms, Paragraph 4.1.1. only, to read:

4.1.1.

Program - Boys Program	
Residential for IEP eligible youth per day until 6/30/2023	\$455.18
Residential Non-IEP eligible youth per day until 6/30/2023	\$455.18
Program - Lancaster	
Residential for IEP eligible youth per day until 6/30/2023	\$638.28
Residential Non-IEP eligible youth per day until 6/30/2023	\$638.28
Program - RJ Krol	
Residential for IEP eligible youth per day until 6/30/2023	\$385.96
Residential Non-IEP eligible youth per day until 6/30/2023	\$385.96
Program - Zachary Roads	
Residential for IEP eligible youth per day until 6/30/2023	\$553.66
Residential Non-IEP eligible youth per day until 6/30/2023	\$553.66

Program - Boys Program	
Residential for IEP eligible youth per day effective 7/1/2023	\$517.37
Residential Non-IEP eligible youth per day effective 7/1/2023	\$517.37
Program - Lancaster	
Residential for IEP eligible youth per day effective 7/1/2023	\$645.31
Residential Non-IEP eligible youth per day effective 7/1/2023	\$645.31
Program - RJ Krol	
Residential for IEP eligible youth per day effective 7/1/2023	\$387.39
Residential Non-IEP eligible youth per day effective 7/1/2023	\$387.39
Program - Zachary Roads	
Residential for IEP eligible youth per day effective 7/1/2023	\$703.33
Residential Non-IEP eligible youth per day effective 7/1/2023	\$703.33

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 retroactive to 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

7/9/2024

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Easter Seals New Hampshire, Inc.

7/2/2024

Date

DocuSigned by:

Cathy Kuhn

Name: Cathy Kuhn

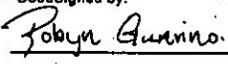
Title: COO, Programs

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

OFFICE OF THE ATTORNEY GENERAL

7/9/2024

Date

DocuSigned by:

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 EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. 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: 61290

Certificate Number: 0006652771



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, 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 Easter Seals New Hampshire, Inc., which includes Manchester Alcoholism Rehabilitation Center, a program of Easterseals NH.
(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 October 11, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

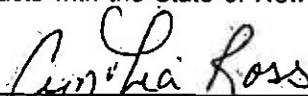
VOTED: That Maureen Beauregard, President & CEO; Catherine Kuhn, Chief Operating Officer; Tina Sharby, Chief Human Resources Officer; Peter Hastings, Chief Information Officer; Pamela Hawkes, Chief Development Officer; Michele Tatwani, SVP Marketing & Communications and Bradford E. Cook, General Counsel of the corporation,
(may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: June 28th, 2024



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

DESCRIPTIONS (Continued from Page 1)

of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non Contributory" wording.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Patricia MacDonald PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Patricia.Macdonald@bbrown.com
	INSURER(S) AFFORDING COVERAGE INSURER A: The North River Insurance Company NAIC # 21105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	

COVERAGES

CERTIFICATE NUMBER: 24-25 WC

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-740231-9	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

State of NH Dept. of Health & Human Services 129 Pleasant St. Concord, NH 03301	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 James Hays/TADRIG
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Mission:

To provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work and play throughout their lifetimes.

**BAKER
NEWMAN
NOYES**

**Easter Seals New Hampshire, Inc.
and Subsidiaries**

**Consolidated Financial Statements and
Other Financial Information**

*Years Ended August 31, 2022 and 2021
With Independent Auditors' Report*

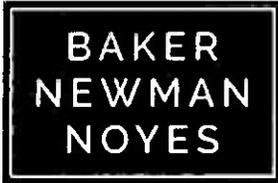
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2022 and 2021

CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Consolidated Financial Statements:	
Consolidated Statements of Financial Position	4
Consolidated Statements of Activities and Changes in Net Assets	5
Consolidated Statements of Functional Expenses	9
Consolidated Statements of Cash Flows	11
Notes to Consolidated Financial Statements	13
Other Financial Information:	
Consolidating Statements of Financial Position	40
Consolidating Statements of Activities and Changes in Net Assets	44
Consolidating Statements of Functional Expenses	48



INDEPENDENT AUDITORS' REPORT

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2022 and 2021, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2022 and 2021, and the changes in their net assets, functional expenses and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Easter Seals NH and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

Other Financial Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2022 on our consideration of Easter Seals NH's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals NH's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals NH's internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 20, 2022

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
	<u>ASSETS</u>	
Current assets:		
Cash and cash equivalents	\$14,837,761	\$14,389,013
Restricted cash	79,819	82,461
Short-term investments, at fair value	10,055,639	10,681,421
Accounts receivable from related entity	394,316	-
Program and other accounts receivable	9,748,641	8,593,338
Contributions receivable, net	172,253	224,865
Prepaid expenses and other current assets	<u>907,909</u>	<u>633,702</u>
Total current assets	36,196,338	34,604,800
Assets limited as to use	1,837,445	2,357,939
Investments, at fair value	13,419,355	15,889,181
Investment in related entity	1,742	-
Other assets	349,154	378,877
Fixed assets, net	<u>27,216,243</u>	<u>29,899,801</u>
	<u>\$79,020,277</u>	<u>\$83,130,598</u>
	<u>LIABILITIES AND NET ASSETS</u>	
Current liabilities:		
Accounts payable	\$ 2,538,018	\$ 2,312,551
Accrued expenses	6,450,559	6,895,135
Deferred revenue	4,598,645	1,862,583
Current portion of interest rate swap agreement	579,174	387,067
Current portion of long-term debt	<u>1,016,962</u>	<u>1,222,914</u>
Total current liabilities	15,183,358	12,680,250
Other liabilities	2,130,322	2,682,812
Interest rate swap agreement, less current portion	416,010	1,851,184
Long-term debt, less current portion, net	<u>17,861,006</u>	<u>28,771,371</u>
Total liabilities	35,590,696	45,985,617
Net assets:		
Without donor restrictions	37,450,866	31,026,464
With donor restrictions	<u>5,978,715</u>	<u>6,118,517</u>
Total net assets	<u>43,429,581</u>	<u>37,144,981</u>
	<u>\$79,020,277</u>	<u>\$83,130,598</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 764,760	\$ 368,967	\$ 1,133,727
Special events, net of related direct costs of \$1,018,200	1,891,609	83,710	1,975,319
Annual campaigns, net of related direct costs of \$43,900	232,664	16,362	249,026
Bequests	4,160	-	4,160
Net assets released from restrictions	<u>449,927</u>	<u>(449,927)</u>	<u>-</u>
Total public support	3,343,120	19,112	3,362,232
Revenue:			
Fees and tuition	61,914,620	-	61,914,620
Grants	31,630,150	-	31,630,150
Gain on extinguishment of debt	9,250,000	-	9,250,000
Dividend and interest income	834,614	12,543	847,157
Rental income	31,762	-	31,762
Other	<u>394,652</u>	<u>-</u>	<u>394,652</u>
Total revenue	<u>104,055,798</u>	<u>12,543</u>	<u>104,068,341</u>
Total public support and revenue	107,398,918	31,655	107,430,573
Operating expenses:			
Program services:			
Public health education	26,267	-	26,267
Professional education	160,997	-	160,997
Direct services	<u>85,247,641</u>	<u>-</u>	<u>85,247,641</u>
Total program services	85,434,905	-	85,434,905
Supporting services:			
Management and general	9,493,211	-	9,493,211
Fundraising	<u>2,154,599</u>	<u>-</u>	<u>2,154,599</u>
Total supporting services	<u>11,647,810</u>	<u>-</u>	<u>11,647,810</u>
Total functional expenses	97,082,715	-	97,082,715
Support of National programs	<u>130,276</u>	<u>-</u>	<u>130,276</u>
Total operating expenses	<u>97,212,991</u>	<u>-</u>	<u>97,212,991</u>
Increase in net assets from operations	10,185,927	31,655	10,217,582

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2022

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 1,243,067	\$ -	\$ 1,243,067
Net unrealized and realized losses on investments, net	(3,063,497)	(182,735)	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	-	11,278	11,278
Loss on sales, disposals and impairment of fixed assets	<u>(1,941,095)</u>	<u>-</u>	<u>(1,941,095)</u>
	<u>(3,761,525)</u>	<u>(171,457)</u>	<u>(3,932,982)</u>
Increase (decrease) in net assets	6,424,402	(139,802)	6,284,600
Net assets at beginning of year	<u>31,026,464</u>	<u>6,118,517</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$37,450,866</u>	<u>\$5,978,715</u>	<u>\$43,429,581</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 732,689	\$ 327,971	\$ 1,060,660
Special events, net of related direct costs of \$643,937	1,171,144	208,832	1,379,976
Annual campaigns, net of related direct costs of \$42,502	418,831	37,458	456,289
Bequests	4,091	-	4,091
Net assets released from restrictions	<u>837,627</u>	<u>(837,627)</u>	<u>-</u>
Total public support	3,164,382	(263,366)	2,901,016
Revenue:			
Fees and tuition	60,020,761	-	60,020,761
Grants	33,096,374	-	33,096,374
Dividend and interest income	625,522	8,878	634,400
Rental income	29,775	-	29,775
Other	<u>549,546</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>94,321,978</u>	<u>8,878</u>	<u>94,330,856</u>
Total public support and revenue	97,486,360	(254,488)	97,231,872
Operating expenses:			
Program services:			
Public health education	42,458	-	42,458
Professional education	3,192	-	3,192
Direct services	<u>82,595,976</u>	<u>-</u>	<u>82,595,976</u>
Total program services	82,641,626	-	82,641,626
Supporting services:			
Management and general	9,427,520	-	9,427,520
Fundraising	<u>1,249,556</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,677,076</u>	<u>-</u>	<u>10,677,076</u>
Total functional expenses	93,318,702	-	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>93,423,887</u>	<u>-</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,062,473	(254,488)	3,807,985

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 658,823	\$ -	\$ 658,823
Net unrealized and realized gains on investments, net	1,830,767	201,783	2,032,550
Decrease in fair value of beneficial interest in trust held by others	-	(696)	(696)
Loss on sales and disposals of fixed assets	(40,958)	-	(40,958)
Contribution of net assets from acquisition – see Note 15	<u>702,572</u>	<u>-</u>	<u>702,572</u>
	<u>3,151,204</u>	<u>201,087</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,213,677	(53,401)	7,160,276
Net assets at beginning of year	<u>23,812,787</u>	<u>6,171,918</u>	<u>29,984,705</u>
Net assets at end of year	<u>\$31,026,464</u>	<u>\$6,118,517</u>	<u>\$37,144,981</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2022	2021
Salaries and related expenses	\$ 5,780	\$ -	\$65,741,230	\$65,747,010	\$6,336,634	\$1,061,221	\$ 7,397,855	73,144,865	\$71,102,855
Professional fees	2,613	127,466	8,234,642	8,364,721	2,066,017	335,013	2,401,030	10,765,751	10,125,183
Supplies	928	5,500	1,777,921	1,784,349	50,158	33,284	83,442	1,867,791	2,160,860
Telephone	8	-	529,613	529,621	200,186	2,696	202,882	732,503	699,817
Postage and shipping	-	229	35,031	35,260	15,776	10,447	26,223	61,483	52,684
Occupancy	-	-	2,472,697	2,472,697	354,406	58,116	412,522	2,885,219	2,798,022
Outside printing, artwork and media	1,303	-	8,519	9,822	309	37,569	37,878	47,700	20,999
Travel	-	-	1,540,938	1,540,938	13,280	864	14,144	1,555,082	1,250,785
Conventions and meetings	6	27,802	98,989	126,797	15,852	22,425	38,277	165,074	77,801
Specific assistance to individuals	-	-	1,786,297	1,786,297	556	-	556	1,786,853	1,379,563
Dues and subscriptions	-	-	17,296	17,296	11,084	955	12,039	29,335	43,126
Minor equipment purchases and equipment rentals	7,926	-	136,235	144,161	74,508	33,003	107,511	251,672	316,808
Ads, fees and miscellaneous	7,703	-	413,578	421,281	31,740	552,377	584,117	1,005,398	388,306
Interest	-	-	642,590	642,590	137,563	-	137,563	780,153	908,999
Depreciation and amortization	-	-	1,812,065	1,812,065	185,142	6,629	191,771	2,003,836	1,992,894
	<u>\$26,267</u>	<u>\$160,997</u>	<u>\$85,247,641</u>	<u>\$85,434,905</u>	<u>\$9,493,211</u>	<u>\$2,154,599</u>	<u>\$11,647,810</u>	<u>97,082,715</u>	<u>\$93,318,702</u>
	0.03%	0.16%	87.81%	88.00%	9.78%	2.22%	12.00%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	Program Services				Supporting Services			Total Program and Supporting Services Expenses
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2021
Salaries and related expenses	\$ 11,096	\$ -	\$64,176,399	\$64,187,495	\$6,044,992	\$ 870,368	\$ 6,915,360	\$71,102,855
Professional fees	17,291	-	7,842,755	7,860,046	2,100,809	164,328	2,265,137	10,125,183
Supplies	790	-	1,989,877	1,990,667	131,147	39,046	170,193	2,160,860
Telephone	-	-	513,962	513,962	184,045	1,810	185,855	699,817
Postage and shipping	-	-	25,110	25,110	19,618	7,956	27,574	52,684
Occupancy	-	-	2,389,582	2,389,582	338,318	70,122	408,440	2,798,022
Outside printing, artwork and media	5,090	-	4,927	10,017	5,130	5,852	10,982	20,999
Travel	7	-	1,236,068	1,236,075	13,024	1,686	14,710	1,250,785
Conventions and meetings	-	3,192	55,272	58,464	16,905	2,432	19,337	77,801
Specific assistance to individuals	-	-	1,379,455	1,379,455	108	-	108	1,379,563
Dues and subscriptions	-	-	25,725	25,725	13,398	4,003	17,401	43,126
Minor equipment purchases and equipment rentals	775	-	153,295	154,070	158,601	4,137	162,738	316,808
Ads, fees and miscellaneous	7,409	-	222,711	230,120	84,777	73,409	158,186	388,306
Interest	-	-	764,208	764,208	144,791	-	144,791	908,999
Depreciation and amortization	-	-	1,816,630	1,816,630	171,857	4,407	176,264	1,992,894
	<u>\$ 42,458</u>	<u>\$ 3,192</u>	<u>\$82,595,976</u>	<u>\$82,641,626</u>	<u>\$9,427,520</u>	<u>\$1,249,556</u>	<u>\$10,677,076</u>	<u>\$93,318,702</u>
	0.05%	0.00%	88.51%	88.56%	10.10%	1.34%	11.44%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Increase in net assets	\$ 6,284,600	\$ 7,160,276
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	2,003,836	1,992,894
Bond issuance costs amortization	6,110	6,110
(Increase) decrease in fair value of beneficial interest in trust held by others	(11,278)	696
Net loss on sales, disposals and impairment of fixed assets	1,941,095	40,958
Change in fair value of interest rate swap	(1,243,067)	(658,823)
Gain on extinguishment of debt	(9,250,000)	-
Gain on conversion of long-term debt to grant revenue	-	(1,140,000)
Net unrealized and realized losses (gains) on investments, net	3,246,232	(2,032,550)
Donor restricted contributions	(368,967)	(327,971)
Contribution of net assets from acquisition	-	(702,572)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(1,155,303)	706,473
Accounts receivable from related entity	(394,316)	-
Contributions receivable	52,612	105,080
Prepaid expenses and other current assets	(274,207)	77,756
Other assets	41,001	16,437
Accounts payable and accrued expenses	(392,927)	22,693
Deferred revenue	2,736,062	496,622
Other liabilities	<u>(552,490)</u>	<u>191,374</u>
Net cash provided by operating activities	2,668,993	5,955,453
Cash flows from investing activities:		
Purchases of fixed assets	(1,453,563)	(2,184,030)
Proceeds from sale of fixed assets	366,008	20,323
Change in investments, net	(150,624)	(7,132,124)
Change in assets limited as to use	520,494	(203,417)
Investment in related entity	(1,742)	-
Cash, cash equivalents and restricted cash acquired from acquisition	<u>-</u>	<u>365,413</u>
Net cash used by investing activities	(719,427)	(9,133,835)
Cash flows from financing activities:		
Repayment of long-term debt	(1,872,427)	(1,074,073)
Proceeds from long-term debt	-	10,161,364
Donor restricted contributions	<u>368,967</u>	<u>327,971</u>
Net cash (used) provided by financing activities	<u>(1,503,460)</u>	<u>9,415,262</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Increase in cash, cash equivalents and restricted cash	\$ 446,106	\$ 6,236,880
Cash, cash equivalents and restricted cash, beginning of year	<u>14,471,474</u>	<u>8,234,594</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$14,917,580</u>	<u>\$14,471,474</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 742,000</u>	<u>\$ 875,000</u>
Supplemental disclosure of noncash activities:		
Fixed asset purchases included in accounts payable at end of year	<u>\$ 173,818</u>	<u>\$ -</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Manchester Alcoholism Rehabilitation Center (Farnum Center); Easter Seals Maine, Inc. (up to August 31, 2022); and Easter Seals Vermont, Inc. (Easter Seals VT). Additionally, Champlin Place, Inc., was formed on June 30, 2022 and is 100% owned by Easter Seals New Hampshire, Inc. Champlin Place, Inc. is the sole General Partner of Champlin Place Limited Partnership (the Partnership). Champlin Place, Inc. has a 0.01% ownership interest in the Partnership, but oversees certain management and operational aspects of the Partnership subject to the terms set forth in the limited partnership agreement. See note 16. Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective August 31, 2022, Easter Seals Maine, Inc. was dissolved, and all assets were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide plans of care comprised of thoughtfully integrated services that help those with varied abilities live, learn, work, and play throughout their lifetimes. Easter Seals NH operates programs throughout New Hampshire and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash, Cash Equivalents and Restricted Cash

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals NH to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$10,055,500 and \$9,677,021 as of August 31, 2022 and 2021, respectively.

Restricted cash represents reserve accounts held by New Hampshire Housing Finance Authority (NHHFA) for insurance, taxes, replacement costs and operations as well as security deposit accounts held for tenants.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at August 31:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$14,837,761	\$14,389,013
Restricted cash	<u>79,819</u>	<u>82,461</u>
	<u>\$14,917,580</u>	<u>\$14,471,474</u>

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others recorded in other assets in the accompanying consolidated statements of financial position. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred, and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Certain long-lived assets were deemed impaired in 2022. See note 8. No long-lived assets were deemed impaired at August 31, 2021.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2022 and 2021 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

Revenue Recognition and Program and Other Accounts Receivable

Easter Seals NH accounts for revenues (mainly relating to fees and tuition in the accompanying consolidated statements of activities and changes in net assets) under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as Easter Seals NH satisfies the performance obligations.

Easter Seals NH determines the transaction price based on standard charges for goods and services provided, reduced by any applicable discounts, contractual adjustments provided to third-party payors, or explicit and implicit price concessions provided to groups or individuals. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgement.

A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in fees and tuition in the year that such amounts become known.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

The collection of outstanding receivables from third-party payors, patients and other clients is Easter Seals NH's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured accounts, including accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but individual responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients and other clients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities and programs that represent a majority of revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At August 31, 2022 and 2021, estimated implicit price concessions of \$855,900 and \$1,079,600, respectively, had been recorded as reductions to program and other accounts receivable balances to enable Easter Seals NH to record revenues and accounts receivable at the estimated amounts expected to be collected.

Unconditional contributions are recognized when the promise to give is made and are recorded at the net present value of estimated future cash flows.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$8,099,000 and \$6,850,000 for the years ended August 31, 2022, and 2021, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc. (prior to dissolution on August 31, 2022), Easter Seals VT and Farnum Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not-for-profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with U.S. GAAP, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Champlin Place, Inc. is a for-profit organization subject to Federal and state taxes. Deferred income taxes of Champlin Place, Inc. are computed using the asset and liability method under which deferred income tax assets and liabilities are computed based on temporary differences between the financial statement and tax bases of assets and/or liabilities which will result in taxable or deductible amounts on future tax returns. Champlin Place, Inc. records a valuation allowance against any deferred tax assets when it determines it is unlikely that the tax asset will be realized. No significant deferred income taxes have been realized for Champlin Place, Inc. since the entity's inception.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc., Easter Seals Maine, Inc., Easter Seals VT and Farnum Center on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Champlin Place, Inc.'s management has determined that Champlin Place, Inc. has not taken, nor expects to take, any uncertain tax positions in any income tax return.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for explicit and implicit price concessions in revenue, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

As of August 31, 2022, and 2021, Easter Seals NH had recognized a liability of \$995,184 and \$2,238,251, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$1,243,067 and \$658,823 for the years ended August 31, 2022 and 2021, respectively, in the accompanying consolidated statements of activities and changes in net assets.

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales, disposals and impairment of fixed assets, the contribution of assets from affiliation (see note 15) and net realized and unrealized gains and losses on investments.

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*. Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. The guidance is effective for Easter Seals NH on September 1, 2022. Easter Seals NH has evaluated the impact of the pending adoption of this standard on its consolidated financial statements and estimates that the right-of-use asset and operating lease liability to be recorded at September 1, 2022 will approximate \$2,807,000.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for Easter Seals NH and was adopted on September 1, 2021. The adoption of this ASU did not have a significant impact on Easter Seals NH's consolidated financial statements.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 20, 2022, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act (UPMIFA)*, net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2022 and 2021 are as follows:

	<u>Original Donor Restricted Gift Maintained in Perpetuity</u>	<u>Accumulated Investment Gains</u>	<u>Total</u>
<u>2022</u>			
Other initiatives	\$1,462,085	\$ 26,757	\$1,488,842
Operations	<u>3,838,633</u>	<u>—</u>	<u>3,838,633</u>
Total endowment net assets	<u>\$5,300,718</u>	<u>\$ 26,757</u>	<u>\$5,327,475</u>
<u>2021</u>			
Other initiatives	\$1,437,096	\$227,759	\$1,664,855
Operations	<u>3,712,974</u>	<u>—</u>	<u>3,712,974</u>
Total endowment net assets	<u>\$5,150,070</u>	<u>\$227,759</u>	<u>\$5,377,829</u>

Changes in Endowment Net Assets

During the years ended August 31, 2022 and 2021, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2020	\$5,256,534
Investment return:	
Investment income, net of fees	105,151
Net appreciation (realized and unrealized), net	56,955
Contributions	41,921
Appropriated for expenditure	<u>(82,732)</u>
Net endowment assets, August 31, 2021	5,377,829
Investment return:	
Investment income, net of fees	66,470
Net appreciation (realized and unrealized), net	12,536
Contributions	96,811
Appropriated for expenditure	<u>(226,171)</u>
Net endowment assets, August 31, 2022	<u>\$5,327,475</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	<u>2022</u>	<u>2021</u>
Satisfaction of donor restrictions	\$223,756	\$754,895
Release of appropriated endowment funds	<u>226,171</u>	<u>82,732</u>
	<u>\$449,927</u>	<u>\$837,627</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2022 and 2021 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2022</u>			
Other initiatives	\$ 134,429	\$466,798	\$ 601,227
Operations	<u>37,316,437</u>	<u>184,442</u>	<u>37,500,879</u>
Total non-endowment net assets	<u>\$37,450,866</u>	<u>\$651,240</u>	<u>\$38,102,106</u>
<u>2021</u>			
Other initiatives	\$ 3,348,849	\$516,330	\$ 3,865,179
Operations	<u>27,677,615</u>	<u>224,358</u>	<u>27,901,973</u>
Total non-endowment net assets	<u>\$31,026,464</u>	<u>\$740,688</u>	<u>\$31,767,152</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2022 or 2021.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

3. Classification of Net Assets (Continued)

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2022</u>	<u>2021</u>
Purpose restriction:		
Other initiatives	\$ 466,798	\$ 516,330
Operations	<u>47,200</u>	<u>83,514</u>
	513,998	599,844
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,307,363	5,171,595
Investments, gains and income from which is donor restricted	26,757	227,759
Beneficial interest in perpetual trust	<u>130,597</u>	<u>119,319</u>
	<u>5,464,717</u>	<u>5,518,673</u>
Total net assets with donor restrictions	<u>\$5,978,715</u>	<u>\$6,118,517</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five-year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

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

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and which are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2022), comprise the following:

Cash and cash equivalents	\$14,837,761
Short-term investments, at fair value	10,055,639
Program and other accounts receivable	9,748,641
Accounts receivable from related entity	394,316
Contributions receivable, net	<u>172,253</u>
	35,208,610
Investments, at fair value	<u>13,419,355</u>
	48,627,965
Less: net assets with donor restrictions	<u>(5,978,715)</u>
	<u>\$42,649,250</u>

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. The management of Easter Seals NH has implemented a practice to establish cash reserves on hand that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2022, and 2021, approximately \$10,200,000 and \$10,177,000, respectively, of cash and cash equivalents, and approximately \$10,056,000 and \$10,681,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2022 and 2021 are \$197,962 and \$236,642, respectively, net of an allowance for doubtful accounts of \$17,329 and \$27,931, respectively. The long-term portion of contributions receivable is recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2022:

2023	\$189,582
2024	3,380
2025	2,000
2026	2,000
2027	<u>1,000</u>
	<u>\$197,962</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

6. Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	<u>Fees and Tuition</u>	<u>Grants</u>	<u>Total</u>
<u>2022</u>			
Residential and educational services	\$33,336,907	\$ 478,631	\$33,815,538
Community based services	2,529,116	21,853,895	24,383,011
Farnum Center	5,912,587	3,175,028	9,087,615
Family support services	6,796,612	515,896	7,312,508
Senior services	4,332,135	1,567,091	5,899,226
Transportation services	3,649,934	21,928	3,671,862
Outpatient and early support services	1,030,926	1,787,197	2,818,123
Children development services	1,661,031	494,511	2,155,542
Workforce development	1,878,376	1,125	1,879,501
Other programs	<u>786,996</u>	<u>1,734,848</u>	<u>2,521,844</u>
	<u>\$61,914,620</u>	<u>\$31,630,150</u>	<u>\$93,544,770</u>
<u>2021</u>			
Residential and educational services	\$28,646,886	\$ 982,152	\$29,629,038
Community based services	2,190,706	20,537,778	22,728,484
Farnum Center	9,104,776	3,875,518	12,980,294
Family support services	7,150,066	352,915	7,502,981
Senior services	3,831,492	2,018,562	5,850,054
Transportation services	2,999,166	36,563	3,035,729
Outpatient and early support services	1,037,854	1,580,370	2,618,224
Children development services	1,922,827	587,504	2,510,331
Workforce development	2,111,411	5,831	2,117,242
Other programs	<u>1,025,577</u>	<u>3,119,181</u>	<u>4,144,758</u>
	<u>\$60,020,761</u>	<u>\$33,096,374</u>	<u>\$93,117,135</u>

Revenues related to providing health services are recorded at the contracted rate for those that involved a third-party payor and less any implicit price concession. Substantially all such adjustments in 2022 and 2021 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2022 and 2021 from major payor sources is as follows:

	<u>2022</u>	<u>2021</u>
Private payors (includes coinsurance and deductibles)	\$1,633,018	\$ 2,845,213
Medicaid	4,279,742	6,243,173
Medicare	14,237	38,368
Self-pay	<u>24,668</u>	<u>(21,978)</u>
	<u>\$5,951,665</u>	<u>\$ 9,104,776</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

6. Revenues (Continued)

In response to the coronavirus (COVID-19) pandemic, Easter Seals NH qualified for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding. As of August 31, 2022, and 2021, Easter Seals NH received approximately \$1,846,000 and \$10,500,000, respectively, of which approximately \$900,000 and \$4,600,000, respectively, was paid to employees either in the form of bonuses for retention and recruitment or employees who qualified for the additional payments under certain programs. Easter Seals NH also entered a Payroll Protection Program loan in 2021 which was forgiven on February 2, 2022 (see note 11).

7. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,200,000 and \$1,145,000 for the years ended August 31, 2022 and 2021, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2022, through the remaining contractual term of the underlying lease agreements, are as follows:

2023	\$ 1,077,760
2024	579,592
2025	381,288
2026	276,403
2027	231,914
Thereafter	<u>28,269</u>
Total	<u>\$2,575,226</u>

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2022</u>	<u>2021</u>
Buildings	\$ 32,931,032	\$ 34,233,240
Land and land improvements	3,930,144	4,565,183
Leasehold improvements	77,686	79,367
Office equipment and furniture	9,901,651	10,032,195
Vehicles	2,461,097	2,467,043
Construction in progress	<u>439,135</u>	<u>678,379</u>
	49,740,745	52,055,407
Less accumulated depreciation and amortization	<u>(22,524,502)</u>	<u>(22,155,606)</u>
	<u>\$ 27,216,243</u>	<u>\$ 29,899,801</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

8. Fixed Assets (Continued)

Depreciation and amortization expense related to fixed assets totaled \$2,003,836 and \$1,992,894 in 2022 and 2021, respectively.

Effective November 13, 2021, Farnum Center no longer provided certain residential treatments at its Franklin, New Hampshire location. On June 29, 2022, Easter Seals New Hampshire, Inc. was awarded a grant agreement totaling \$22,974,523 with the State of New Hampshire, Governor's Office of Emergency Relief and Recovery. This grant will support the construction of a mixed housing, supportive services, and retreat campus for veterans and their families located in Franklin, New Hampshire. Easter Seals New Hampshire, Inc. is obligated to complete the project prior to December 31, 2026. No amounts of this grant were utilized through August 31, 2022. Due to this agreement and the extensive nature of the renovation, Easter Seals New Hampshire, Inc. disposed of certain fixed assets associated with the residential treatment center that was closed in November 2021 resulting in recognition of impairment of fixed assets of approximately \$1,882,000 in the accompanying 2022 consolidated statement of activities and changes in net assets.

9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 252,648	\$ 242,131
Marketable equity securities	1,744,099	2,239,468
Mutual funds	22,406,691	25,484,877
Corporate and foreign bonds	287,951	397,883
Government and agency securities	<u>621,050</u>	<u>564,182</u>
	25,312,439	28,928,541
Less: assets limited as to use	<u>(1,837,445)</u>	<u>(2,357,939)</u>
Total investments, at fair value	<u>\$23,474,994</u>	<u>\$26,570,602</u>

The composition of assets limited as to use totaling \$1,837,445 and \$2,357,939 at August 31, 2022 and 2021, respectively, are investments under a deferred compensation plan (see note 10) at fair value.

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 3% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$645,000 and \$816,000 for the years ended August 31, 2022 and 2021, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

10. Retirement Plans (Continued)

Easter Seals NH offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals NH contributed approximately \$101,210 and \$84,000 to this plan during the years ended August 31, 2022 and 2021, respectively. The assets and liabilities associated with this plan were \$1,837,445 and \$2,357,939 at August 31, 2022 and 2021, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2022</u>	<u>2021</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (3.14% at August 31, 2022), due in annual principal payments increasing from \$49,167 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$10,061,668	\$10,643,336
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$17,430 to \$21,180 with a final payment of \$4,521,598 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	5,655,563	5,897,177
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$419 to \$1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of \$173,523 at August 31, 2022.	174,119	256,662
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$2,691,921 at August 31, 2022.	1,995,428	2,074,653
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property, paid off in June 2022 at no penalty.	-	87,859
Payroll Protection Program loan, 1% interest, advance amount payable in equal monthly payments of principal and interest commencing on the first business day after the end of the deferment period (July 31, 2022), forgiven in February 2022.	-	10,000,000

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

	<u>2022</u>	<u>2021</u>
Note payable to NHHFA, 0% interest, repaid at the time of construction loan closing on the project or the project being determined infeasible by the Authority, in which case, the loan shall be forgiven, and no repayment expected. Paid off in July 2022 at no penalty.	\$ —	\$ 45,000
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due October 2031, secured by an interest in certain property with a net book value of \$767,351 at August 31, 2022.	531,486	531,486
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due March 2040, secured by an interest in certain property with a net book value of \$529,443 at August 31, 2022.	492,448	492,448
Note payable to the City of Manchester, New Hampshire, 0% interest, annual principal payable of \$4,518 on October 1 each year for 10 years through October 2026 secured by an interest in certain property with a net book value of \$767,351 at August 31, 2022.	<u>67,762</u>	<u>72,280</u>
	18,978,474	30,100,901
Less current portion	(1,016,962)	(1,222,914)
Less net unamortized bond issuance costs	<u>(100,506)</u>	<u>(106,616)</u>
	<u>\$17,861,006</u>	<u>\$28,771,371</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2023	\$ 1,016,962
2024	1,020,737
2025	1,032,876
2026	1,050,365
2027	1,139,574
Thereafter	<u>13,717,960</u>
	<u>\$18,978,474</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire, Inc. on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five-year term. Included in long-term debt are eight notes payable totaling \$174,119 and seventeen notes payable totaling \$256,662 at August 31, 2022 and 2021, respectively, which originated under this agreement. Availability under this agreement at August 31, 2022 and 2021 is \$325,881 and \$243,338, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$24,000). On July 16, 2020, an amendment changed the outstanding advances from due on demand to a firm maturity date of June 30, 2022 and the interest rate charged on outstanding borrowings was revised to be the one-month LIBOR rate plus 2.25%. On June 29, 2022, an amendment changed the interest rate charged on outstanding borrowings to be the one-month BSBY rate plus 2.25% (4.66% at August 31, 2022), and the maturity date was extended to June 30, 2023. Under an event of default, the interest rate will increase from the one-month BSBY rate plus 2.25% to the then applicable interest rate plus 5.00%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Farnum Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2022 and 2021.

On July 16, 2020, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank with borrowing availability of up to \$4 million. Outstanding advances were due upon the expiration date on November 16, 2020, and the revolving line of credit was not renewed upon expiration.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Farnum Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility of the agreement that was made between The Way Home, Inc. (the Organization) and NHHFA dated October 11, 2001 that obtained federal funding through the HOME Investment Partnership Programs (see note 15). The funds were used for improvements on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on October 11, 2031, repayment of the balance is conditional based on if surplus cash available exceeds 25%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. So long as the Organization continues to comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay this loan or any interest. The note is secured by the property. No payments were made in 2022.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between the Organization and NHHFA dated March 17, 2010. The funds were used for the acquisition, construction and permanent financing on 224 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on March 17, 2040, repayment of the balance is conditional based on if surplus cash available exceeds 50%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. The note is secured by the property. No payments were made in 2022.

Notes Payable

Effective September 1, 2018, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between The Homemakers Health Services, Inc. and the City of Rochester, New Hampshire that obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. A net principal promissory note payable of \$236,355 was recorded with an issue date of July 1, 2017. This note payable was repaid in full in 2022.

On June 25, 2020, Easter Seals New Hampshire, Inc. entered into a \$640,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this loan may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In November 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On June 25, 2020, Farnum Center entered into a \$500,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this note may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In October 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On October 14, 2020, Easter Seals New Hampshire, Inc. entered into agreement with NHHFA for a technical assistance loan in an amount not to exceed \$45,000 for the Rochester Supportive Housing Project (the project). The interest rate charged is fixed at 0.00%, and the loan shall be repaid at the time of construction loan closing on the project whether the project was financed with NHHFA funds or another funding source. Should the project not proceed to a closing, whether financed through NHHFA or another funding source, and the project be determined infeasible by NHHFA, then the loan shall be forgiven, and no repayment expected. In July 2022, this loan was been paid off by Easter Seals NH.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement dated July 1, 2016 that was made between the Organization and the City of Manchester through the Community Improvement Program. The funds were used for facility upgrades on 214 Spruce Street in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. Annual principal payments of \$4,518 commencing October 1, 2017 can be forgiven through October 1, 2026 so long as the Organization can demonstrate the agreed-upon objectives have been achieved. On August 23, 2018, an amendment changed that the annual principal payments will be deferred from October 1, 2017 and resume October 1, 2022. The note is secured by the property.

Payroll Protection Program Loan

On April 16, 2021, Easter Seals NH entered into a promissory note for an unsecured loan in the amount of \$10,000,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after the covered period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on Easter Seals NH's business. Any unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first ten months. Beginning February 16, 2022, principal and interest payments for any unforgiven portion of the PPP loan will be due monthly through April 16, 2026. The PPP loan may be prepaid at any time without penalty. Easter Seals NH accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full \$10,000,000 within debt in the August 31, 2021 consolidated statement of financial position. In February 2022, Easter Seals NH received approval for full forgiveness from the SBA. Upon receiving forgiveness during the year ended August 31, 2022, Easter Seals NH recognized a gain on extinguishment of long-term debt in the accompanying 2022 consolidated statement of activities and changes in net assets.

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$10,061,668 and \$10,643,336 at August 31, 2022 and 2021, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

11. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$995,184 and \$2,238,251 at August 31, 2022 and 2021, respectively, \$579,174 and \$387,067 of which was current at August 31, 2022 and 2021, respectively. During the years ended August 31, 2022 and 2021, net payments required by the agreement totaled \$338,761 and \$391,075, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2022, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$130,276 and \$105,185 for the years ended August 31, 2022 and 2021, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

14. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2022 and 2021.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

At August 31, 2022 and 2021, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2022				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 252,648	\$ —	\$ —	\$ 252,648
Marketable equity securities:				
Large-cap	1,284,778	—	—	1,284,778
International	459,321	—	—	459,321
Mutual funds, open-ended:				
Short-term fixed income	11,649,947	—	—	11,649,947
Intermediate-term bond fund	3,547,536	—	—	3,547,536
High yield bond fund	74,590	—	—	74,590
Foreign bond	19,577	—	—	19,577
Government securities	160,713	—	—	160,713
Emerging markets bond	376,551	—	—	376,551
International equities	1,290,322	—	—	1,290,322
Domestic, large-cap	1,058,579	—	—	1,058,579
Domestic, small-cap	118,360	—	—	118,360
Domestic, multi alt	300,029	—	—	300,029
Real estate fund	178,165	—	—	178,165
Mutual funds, closed-ended:				
Domestic, large-cap	2,794,158	—	—	2,794,158
Domestic, mid-cap	481,343	—	—	481,343
Domestic, small-cap	356,821	—	—	356,821
Corporate and foreign bonds	—	287,951	—	287,951
Government and agency securities	—	621,050	—	621,050
	<u>\$24,403,438</u>	<u>\$ 909,001</u>	<u>\$ —</u>	<u>\$25,312,439</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 1,568	\$ —	\$ —	\$ 1,568
Marketable equity securities:				
Large-cap	96,378	—	—	96,378
Mutual funds:				
Domestic, fixed income	—	32,651	—	32,651
	<u>\$ 97,946</u>	<u>\$ 32,651</u>	<u>\$ —</u>	<u>\$ 130,597</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 995,184</u>	<u>\$ 995,184</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2021				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 242,131	\$ —	\$ —	\$ 242,131
Marketable equity securities:				
Large-cap	1,598,724	—	—	1,598,724
International	640,743	—	—	640,743
Mutual funds, open-ended:				
Short-term fixed income	12,415,237	—	—	12,415,237
Intermediate-term bond fund	3,051,709	—	—	3,051,709
High yield bond fund	86,611	—	—	86,611
Foreign bond	22,597	—	—	22,597
Government securities	165,842	—	—	165,842
Emerging markets bond	215,384	—	—	215,384
International equities	1,559,537	—	—	1,559,537
Domestic, large-cap	1,549,560	—	—	1,549,560
Domestic, small-cap	61,390	—	—	61,390
Domestic, multi alt	819,941	—	—	819,941
Real estate fund	220,075	—	—	220,075
Mutual funds, closed-ended:				
Domestic, large-cap	4,164,781	—	—	4,164,781
Domestic, mid-cap	465,969	—	—	465,969
Domestic, small-cap	686,244	—	—	686,244
Corporate and foreign bonds	—	397,883	—	397,883
Government and agency securities	—	564,183	—	564,183
	<u>\$27,966,475</u>	<u>\$ 962,066</u>	<u>\$ —</u>	<u>\$28,928,541</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 2,240	\$ —	\$ —	\$ 2,240
Marketable equity securities:				
Large-cap	88,345	—	—	88,345
Mutual funds:				
Domestic, fixed income	—	28,734	—	28,734
	<u>\$ 90,585</u>	<u>\$ 28,734</u>	<u>\$ —</u>	<u>\$ 119,319</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,238,251</u>	<u>\$ 2,238,251</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

14. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2022 and 2021:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2020	\$(2,897,074)
Change in fair value	<u>658,823</u>
Ending balance, August 31, 2021	(2,238,251)
Change in fair value	<u>1,243,067</u>
Ending balance, August 31, 2022	\$ <u>(995,184)</u>

15. Acquisition of The Way Home

On October 28, 2020, Easter Seals NH began providing financial and operational management to The Way Home (the Organization). On July 1, 2021, Easter Seals NH acquired the Organization for no consideration. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization became a program of Easter Seals NH. The financial position of the Organization, recorded at fair value upon affiliation as of July 1, 2021, was as follows:

Assets:

Cash and cash equivalents	\$ 257,622
Restricted cash	107,791
Program and other accounts receivable	253,631
Prepaid expenses and other current assets	11,319
Other assets	252,995
Fixed assets	<u>1,307,228</u>
Total assets	2,190,586

Liabilities:

Accrued expenses	(28,577)
Deferred revenue	(26,307)
Other liabilities	(336,916)
Long-term debt	<u>(1,096,214)</u>
Total liabilities	(1,488,014)

Contribution of net assets from acquisition	\$ <u>702,572</u>
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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

16. Champlin Place Limited Partnership

Champlin Place Limited Partnership (the Partnership) was formed in June 2022 as a limited partnership under the laws of the State of New Hampshire. The Partnership's purpose is to acquire, own, develop, construct and/or rehabilitate, lease, manage, and operate an apartment complex to be constructed and located at 215 Rochester Hill Road, Rochester, New Hampshire, comprised of 65 residential apartments benefiting low to moderate-income households (the Project). The Partnership's equity was contributed by its General Partner, Champlin Place, Inc., of which Easter Seals NH is the sole owner, and Housing New England Fund IV, a limited partner and unrelated party. The Partnership agreement provides for the allocation of profits and losses to the partners, proportionate to the equity contributed, as follows:

General Partner, Champlin Place, Inc. (wholly-owned by Easter Seals NH)	0.01%
Limited Partner, Housing New England Fund IV (an unrelated party)	99.99%

Capital Contributions

Easter Seals NH, as the sole owner of the General Partner, Champlin Place, Inc., has made its required capital contribution of \$1,742 as of August 31, 2022, which is recorded as investment in related entity in the accompanying 2022 consolidated statement of financial position. Champlin Place, Inc. is obligated to make additional capital contributions in the amount of \$155,078, which amounts are expected to be funded in October 2023.

Deferred Developer Fee

On June 30, 2022, Easter Seals NH entered into a Development Services Agreement for the Project, in which Easter Seals NH will earn up to \$2,272,940 as a development fee for its services in connection with the construction and development of the Project. Under the Development Services Agreement, \$250,000 was earned and recognized as other revenue by Easter Seals NH in the 2022 consolidated statement of activities and changes in net assets. The balance of the development fee will be earned on the date that the construction and development of the Project is substantially complete, and all dwelling units have been completed and are placed in service, with all balances to be paid prior to December 31, 2036.

Ground Lease

On June 30, 2022, Easter Seals NH entered into a ground lease with the Partnership for the land located at 215 Rochester Hill Road, Rochester, New Hampshire, with terms of 98 years from the date of execution. The Partnership will be required to pay Easter Seals NH base rent of \$37,004 per annum, commencing on January 1, 2023, and continuing on each one-year anniversary date of the lease, payable from available cash flow, as defined in the agreement. If available cash flow is insufficient to pay the full amount of the base rent for any year, the unpaid portion will accrue interest at 3.43% per annum and be payable on a cumulative basis in the first year in which there is sufficient available cash flow or capital proceeds.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

16. Champlin Place Limited Partnership (Continued)

Community Development Block Grant Loan and Agreements

In 2022, the City of Rochester, New Hampshire was awarded a Community Development Block Grant by the Community Development Finance Authority. In turn, the City of Rochester, New Hampshire has granted a conditional grant of \$975,000 to Easter Seals NH, which in turn will loan the funds to the Partnership to pay for site work improvements and certain construction costs of the Project through a leasehold mortgage that was executed on June 30, 2022 between Easter Seals NH and the Partnership. The loan accrues no interest, and is payable to Easter Seals NH in one lump sum 30 years from the date of the note (July 2052). In the event of default of this condition, Easter Seals NH has the right to recover all of the CDBG funds expended on the Project on behalf of the New Hampshire Community Development Loan Fund. The amount of CDBG funds subject to recovery may decrease over the twenty-year period at a rate negotiated between the City of Rochester and Easter Seals NH and approved by the Community Development Finance Authority. Also as defined in the leasehold mortgage, if the Partnership performs its obligations as defined in the agreement, then repayment of the leasehold mortgage will become void, therefore requiring no repayment by the Partnership to Easter Seals NH. Because of that provision, in 2023 Easter Seals NH will recognize offsetting assets and liabilities related to the \$975,000 in funding received from the City of Rochester, New Hampshire and subsequent loan to the Partnership when cash flow associated with the grant and leasehold mortgage is expected.

Sponsor Loan and Terms

On June 30, 2022, in order to provide additional funding to the Partnership for upcoming site work and construction costs, Easter Seals NH entered into a \$563,607 loan agreement with the Partnership. This loan bears interest at the rate of 0% and, at August 31, 2022, no amounts had been drawn on the loan by the Partnership. If not paid earlier, all outstanding principal and interest accrued must be repaid to Easter Seals NH on June 30, 2052. Payments of principal and interest are to be made to the extent of available cash flow, as defined in the agreement. If repayment is not made within thirty days of the maturity date, or if any payment due is not paid within thirty days of the due date, then interest will be payable on any unpaid sum at the rate of 12% per annum, compounded annually, until such amount is paid, or another means of payment is arranged.

Reimbursement Agreements

On June 30, 2022, Easter Seals NH entered into a Reimbursement Agreement with the Partnership to reimburse Easter Seals NH for all predevelopment expenses incurred by the Project that were paid by Easter Seals NH. The Partnership acknowledged and agreed that the Partnership is solely responsible to pay all project expenses not later than the date of the closing of the Partnership's construction loan for the Project, which was July 13, 2022. As of August 31, 2022, Easter Seals NH was owed \$394,316 by the Partnership, which amount is recorded within accounts receivable from related entity in the accompanying 2022 consolidated statement of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2022 and 2021

16. Champlin Place Limited Partnership (Continued)

Further, Easter Seals NH will be paid certain amounts under a Partnership Administration Agreement, dated as of June 30, 2022 between Easter Seals NH and the Partnership, whereby Easter Seals NH will provide various administrative services in exchange for fees of \$4,875 per year beginning in 2023, increasing 3% annually beginning January 1, 2024.

Right of Refusal and Option Agreement

Through a Right of Refusal and Option Agreement dated June 30, 2022, the Partnership granted to Easter Seals NH certain rights of first refusal and options to purchase the Project, which, if elected, would include the 99.99% interest in the Project held by Housing New England Fund IV. As a result, Easter Seals NH has been granted an irrevocable, successive, and exclusive right of refusal to purchase the Project. Such right is exercisable for a period of 24-months beginning upon expiration of an initial 15-year compliance period, and continuing until the Partnership otherwise sells the Project.

Through a Right of Refusal and Opinion Agreement dated June 30, 2022, Housing New England Fund IV has the option to give written notice to Champlin Place, Inc. at any time following the end of the Credit Period, as defined, to require Champlin Place, Inc. to purchase the interest of Housing New England Fund IV for a price equal to the sum of: (i) \$100, (ii) the amount of any federal, state or local tax liability required to be paid (including, without limitation, any real estate transfer or franchise taxes), (iii) any costs incurred by Housing New England Fund IV in connection with the transfer of its interest, and (iv) all amounts then due and owing to Housing New England Fund IV or its affiliates under the agreement. Upon receipt of such written notice of the put option, Champlin Place, Inc. shall purchase such interest and make all payments required within 30 days. At the date of these consolidated financial statements, the put option was not eligible to be exercised by Housing New England Fund IV, and it is expected that the Credit Period will extend through December 31, 2034.

Guaranty Agreement

On June 30, 2022, Easter Seals NH unconditionally guaranteed due payment, performance, and fulfillment of certain obligations of the Partnership and Housing New England Fund IV. Easter Seals NH's liability is generally limited and shall not exceed \$402,000 in the aggregate, and the guaranty terminates upon the later of the 60th month anniversary of the stabilization date, as defined, and the date that the Partnership has achieved stabilized occupancy for five consecutive calendar years. However, should an operating deficit arise before the latest of permanent mortgage commencement or cost certification, as defined in the agreement, or the date the Project achieves 100% occupancy, then Easter Seals NH's obligation to advance funds to pay operating deficits shall be unlimited. At the date of these consolidated financial statements, no events or conditions have occurred that would trigger Easter Seals NH's performance under the guaranty agreement.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2022

ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,819,630	\$ 520	\$ 17,611	\$ -	\$ -	\$14,837,761
Restricted cash	79,819	-	-	-	-	79,819
Short-term investments, at fair value	10,055,639	-	-	-	-	10,055,639
Accounts receivable from affiliates	-	9,187,000	573,894	-	(9,760,894)	-
Accounts receivable from related entity	394,316	-	-	-	-	394,316
Program and other accounts receivable	8,063,145	941,833	743,663	-	-	9,748,641
Contributions receivable, net	171,994	259	-	-	-	172,253
Prepaid expenses and other current assets	<u>892,299</u>	<u>2,070</u>	<u>13,540</u>	<u>-</u>	<u>-</u>	<u>907,909</u>
Total current assets	34,476,842	10,131,682	1,348,708	-	(9,760,894)	36,196,338
Assets limited as to use	1,834,925	2,520	-	-	-	1,837,445
Investments, at fair value	12,622,311	797,044	-	-	-	13,419,355
Investment in related entity	1,742	-	-	-	-	1,742
Other assets	349,154	-	-	-	-	349,154
Fixed assets, net	<u>18,914,210</u>	<u>8,214,080</u>	<u>87,953</u>	<u>-</u>	<u>-</u>	<u>27,216,243</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ -</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,538,018	\$ -	\$ -	-	\$ -	\$ 2,538,018
Accrued expenses	6,381,470	69,089	-	-	-	6,450,559
Accounts payable to affiliates	9,760,894	-	-	-	(9,760,894)	-
Deferred revenue	4,055,463	527,793	15,389	-	-	4,598,645
Current portion of interest rate swap agreement	579,174	-	-	-	-	579,174
Current portion of long-term debt	<u>901,994</u>	<u>114,968</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,016,962</u>
Total current liabilities	24,217,013	711,850	15,389	-	(9,760,894)	15,183,358
Other liabilities	2,127,802	2,520	-	-	-	2,130,322
Interest rate swap agreement, less current portion	416,010	-	-	-	-	416,010
Long-term debt, less current portion, net	<u>11,817,107</u>	<u>6,043,899</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,861,006</u>
Total liabilities	38,577,932	6,758,269	15,389	-	(9,760,894)	35,590,696
Net assets:						
Without donor restrictions	24,296,543	11,786,295	1,368,028	-	-	37,450,866
With donor restrictions	<u>5,324,709</u>	<u>600,762</u>	<u>53,244</u>	<u>-</u>	<u>-</u>	<u>5,978,715</u>
Total net assets	<u>29,621,252</u>	<u>12,387,057</u>	<u>1,421,272</u>	<u>-</u>	<u>-</u>	<u>43,429,581</u>
	<u>\$68,199,184</u>	<u>\$19,145,326</u>	<u>\$1,436,661</u>	<u>\$ -</u>	<u>\$(9,760,894)</u>	<u>\$79,020,277</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2021

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,362,485	\$ 680	\$ 21,041	\$ 4,807	\$ -	\$14,389,013
Restricted cash	82,461	-	-	-	-	82,461
Short-term investments, at fair value	10,681,421	-	-	-	-	10,681,421
Accounts receivable from affiliates	-	8,293,852	564,017	-	(8,857,869)	-
Program and other accounts receivable	6,754,763	942,023	819,392	77,160	-	8,593,338
Contributions receivable, net	219,930	2,749	2,186	-	-	224,865
Prepaid expenses and other current assets	<u>600,915</u>	<u>12,252</u>	<u>12,684</u>	<u>7,851</u>	<u>-</u>	<u>633,702</u>
Total current assets	32,701,975	9,251,556	1,419,320	89,818	(8,857,869)	34,604,800
Assets limited as to use	2,357,939	-	-	-	-	2,357,939
Investments, at fair value	14,916,185	962,256	-	10,740	-	15,889,181
Other assets	378,877	-	-	-	-	378,877
Fixed assets, net	<u>19,285,292</u>	<u>10,536,119</u>	<u>74,328</u>	<u>4,062</u>	<u>-</u>	<u>29,899,801</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,311,091	\$ 35	\$ 553	\$ 872	\$ -	\$ 2,312,551
Accrued expenses	6,596,298	298,467	20	350	-	6,895,135
Accounts payable to affiliates	4,872,222	-	-	3,985,647	(8,857,869)	-
Deferred revenue	990,620	851,279	5,792	14,892	-	1,862,583
Current portion of interest rate swap agreement	387,067	-	-	-	-	387,067
Current portion of long-term debt	<u>1,030,748</u>	<u>192,166</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,222,914</u>
Total current liabilities	16,188,046	1,341,947	6,365	4,001,761	(8,857,869)	12,680,250
Other liabilities	2,682,812	-	-	-	-	2,682,812
Interest rate swap agreement, less current portion	1,851,184	-	-	-	-	1,851,184
Long-term debt, less current portion, net	<u>22,615,261</u>	<u>6,156,110</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>28,771,371</u>
Total liabilities	43,337,303	7,498,057	6,365	4,001,761	(8,857,869)	45,985,617
Net assets (deficit):						
Without donor restrictions	20,884,644	12,641,512	1,401,174	(3,900,866)	-	31,026,464
With donor restrictions	<u>5,418,321</u>	<u>610,362</u>	<u>86,109</u>	<u>3,725</u>	<u>-</u>	<u>6,118,517</u>
Total net assets (deficit)	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>-</u>	<u>37,144,981</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,014,261	\$ 87,404	\$ 28,492	\$ 3,570	\$ —	\$ 1,133,727
Special events, net	1,951,633	29,142	(327)	(5,129)	—	1,975,319
Annual campaigns, net	242,613	1,555	4,404	454	—	249,026
Bequests	<u>4,160</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,160</u>
Total public support	3,212,667	118,101	32,569	(1,105)	—	3,362,232
Revenue:						
Fees and tuition	49,164,160	5,951,665	6,796,612	65,805	(63,622)	61,914,620
Grants	27,738,493	3,175,912	571,852	143,893	—	31,630,150
Gain on extinguishment of debt	5,531,044	3,595,084	51,164	72,708	—	9,250,000
Dividend and interest income	814,161	32,880	—	116	—	847,157
Rental income	31,762	—	—	—	—	31,762
Intercompany revenue	1,860,214	—	—	—	(1,860,214)	—
Other	<u>391,445</u>	<u>390</u>	<u>2,817</u>	<u>—</u>	<u>—</u>	<u>394,652</u>
Total revenue	<u>85,531,279</u>	<u>12,755,931</u>	<u>7,422,445</u>	<u>282,522</u>	<u>(1,923,836)</u>	<u>104,068,341</u>
Total public support and revenue	88,743,946	12,874,032	7,455,014	281,417	(1,923,836)	107,430,573
Operating expenses:						
Program services:						
Public health education	26,267	—	—	—	—	26,267
Professional education	160,997	—	—	—	—	160,997
Direct services	<u>67,751,508</u>	<u>10,563,928</u>	<u>6,752,825</u>	<u>264,512</u>	<u>(85,132)</u>	<u>85,247,641</u>
Total program services	67,938,772	10,563,928	6,752,825	264,512	(85,132)	85,434,905

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,484,776	\$ 1,105,551	\$ 710,875	\$ 30,713	\$(1,838,704)	\$ 9,493,211
Fundraising	<u>2,053,912</u>	<u>24,250</u>	<u>51,860</u>	<u>24,577</u>	<u>—</u>	<u>2,154,599</u>
Total supporting services	<u>11,538,688</u>	<u>1,129,801</u>	<u>762,735</u>	<u>55,290</u>	<u>(1,838,704)</u>	<u>11,647,810</u>
Total functional expenses	79,477,460	11,693,727	7,515,560	319,802	(1,923,836)	97,082,715
Support of National programs	<u>130,276</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>130,276</u>
Total operating expenses	<u>79,607,736</u>	<u>11,693,729</u>	<u>7,515,560</u>	<u>319,802</u>	<u>(1,923,836)</u>	<u>97,212,991</u>
Increase (decrease) in net assets from operations	9,136,210	1,180,303	(60,546)	(38,385)	—	10,217,582
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	1,243,067	—	—	—	—	1,243,067
Net unrealized and realized losses on investments, net	(3,081,646)	(163,551)	—	(1,035)	—	(3,246,232)
Increase in fair value of beneficial interest in trust held by others	11,278	—	—	—	—	11,278
Loss on sales, disposal and impairment of fixed assets	<u>(55,771)</u>	<u>(1,881,569)</u>	<u>(2,604)</u>	<u>(1,151)</u>	<u>—</u>	<u>(1,941,095)</u>
	<u>(1,883,072)</u>	<u>(2,045,120)</u>	<u>(2,604)</u>	<u>(2,186)</u>	<u>—</u>	<u>(3,932,982)</u>
Total increase (decrease) in net assets before effects of dissolution of affiliate	7,253,138	(864,817)	(63,150)	(40,571)	—	6,284,600
Dissolution of an affiliate	<u>(3,934,851)</u>	<u>—</u>	<u>(2,861)</u>	<u>3,937,712</u>	<u>—</u>	<u>—</u>
Total increase (decrease) in net assets	3,318,287	(864,817)	(66,011)	3,897,141	—	6,284,600
Net assets (deficit) at beginning of year	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>—</u>	<u>37,144,981</u>
Net assets at end of year	<u>\$29,621,252</u>	<u>\$12,387,057</u>	<u>\$1,421,272</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$43,429,581</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 876,642	\$ 55,736	\$ 47,117	\$ 81,165	\$ -	\$ 1,060,660
Special events, net	1,216,723	40,522	91,639	31,092	-	1,379,976
Annual campaigns, net	436,622	6,079	12,125	1,463	-	456,289
Bequests	<u>4,091</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,091</u>
Total public support	2,534,078	102,337	150,881	113,720	-	2,901,016
Revenue:						
Fees and tuition	43,397,874	9,104,776	7,150,066	438,916	(70,871)	60,020,761
Grants	28,138,237	3,877,583	622,212	458,342	-	33,096,374
Dividend and interest income	607,365	26,794	1	240	-	634,400
Rental income	29,775	-	-	-	-	29,775
Intercompany revenue	2,171,005	-	-	-	(2,171,005)	-
Other	<u>538,083</u>	<u>-</u>	<u>11,412</u>	<u>51</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>74,882,339</u>	<u>13,009,153</u>	<u>7,783,691</u>	<u>897,549</u>	<u>(2,241,876)</u>	<u>94,330,856</u>
Total public support and revenue	77,416,417	13,111,490	7,934,572	1,011,269	(2,241,876)	97,231,872
Operating expenses:						
Program services:						
Public health education	40,035	-	1,212	1,211	-	42,458
Professional education	3,192	-	-	-	-	3,192
Direct services	<u>62,168,239</u>	<u>12,591,072</u>	<u>7,058,225</u>	<u>861,379</u>	<u>(82,939)</u>	<u>82,595,976</u>
Total program services	62,211,466	12,591,072	7,059,437	862,590	(82,939)	82,641,626

	<u>New Hampshire</u>	<u>Farmum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,414,586	\$ 1,330,879	\$ 755,146	\$ 85,846	\$(2,158,937)	\$ 9,427,520
Fundraising	<u>1,084,072</u>	<u>18,207</u>	<u>73,153</u>	<u>74,124</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,498,658</u>	<u>1,349,086</u>	<u>828,299</u>	<u>159,970</u>	<u>(2,158,937)</u>	<u>10,677,076</u>
Total functional expenses	72,710,124	13,940,158	7,887,736	1,022,560	(2,241,876)	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>72,815,309</u>	<u>13,940,158</u>	<u>7,887,736</u>	<u>1,022,560</u>	<u>(2,241,876)</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,601,108	(828,668)	46,836	(11,291)	-	3,807,985
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	658,823	-	-	-	-	658,823
Net unrealized and realized gains on investments, net	1,919,950	110,636	-	1,964	-	2,032,550
Decrease in fair value of beneficial interest in trust held by others	(696)	-	-	-	-	(696)
Loss on sales and disposals of fixed assets	(35,216)	(5,742)	-	-	-	(40,958)
Contribution of net assets from acquisition	<u>702,572</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>702,572</u>
	<u>3,245,433</u>	<u>104,894</u>	<u>-</u>	<u>1,964</u>	<u>-</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,846,541	(723,774)	46,836	(9,327)	-	7,160,276
Net assets (deficit) at beginning of year	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>-</u>	<u>29,984,705</u>
Net assets (deficit) at end of year	<u>\$26,302,965</u>	<u>\$13,251,874</u>	<u>\$1,487,283</u>	<u>\$(3,897,141)</u>	<u>\$-</u>	<u>\$37,144,981</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	<u>New Hampshire*</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$59,016,148	\$ 7,909,493	\$6,054,385	\$ 164,839	\$ -	\$73,144,865
Professional fees	9,956,300	1,828,032	772,153	47,970	(1,838,704)	10,765,751
Supplies	1,402,773	435,168	29,343	507	-	1,867,791
Telephone	555,548	95,972	74,650	6,333	-	732,503
Postage and shipping	44,949	1,615	14,919	-	-	61,483
Occupancy	2,055,257	522,398	293,049	14,515	-	2,885,219
Outside printing, artwork and media	47,301	-	399	-	-	47,700
Travel	1,419,777	35,458	143,244	2,657	(46,054)	1,555,082
Conventions and meetings	116,866	44,568	3,625	15	-	165,074
Specific assistance to individuals	1,681,563	12,718	50,891	80,759	(39,078)	1,786,853
Dues and subscriptions	31,475	(2,275)	135	-	-	29,335
Minor equipment purchases and equipment rentals	228,853	18,230	3,334	1,255	-	251,672
Ads, fees and miscellaneous	885,403	78,016	41,875	104	-	1,005,398
Interest	562,621	217,532	-	-	-	780,153
Depreciation and amortization	<u>1,472,626</u>	<u>496,804</u>	<u>33,558</u>	<u>848</u>	<u>-</u>	<u>2,003,836</u>
	<u>\$79,477,460</u>	<u>\$11,693,729</u>	<u>\$7,515,560</u>	<u>\$ 319,802</u>	<u>\$(1,923,836)</u>	<u>\$97,082,715</u>

* Includes Champlin Place, Inc.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$54,463,022	\$ 9,581,703	\$6,411,920	\$ 646,210	\$ —	\$71,102,855
Professional fees	9,182,159	2,141,444	829,028	143,557	(2,171,005)	10,125,183
Supplies	1,476,716	650,916	29,933	3,295	—	2,160,860
Telephone	513,556	96,374	77,986	11,901	—	699,817
Postage and shipping	44,122	1,252	6,284	1,026	—	52,684
Occupancy	1,865,409	591,596	303,110	37,907	—	2,798,022
Outside printing, artwork and media	15,847	—	3,648	1,504	—	20,999
Travel	1,086,342	53,597	136,785	18,620	(44,559)	1,250,785
Conventions and meetings	57,117	17,992	2,288	404	—	77,801
Specific assistance to individuals	1,217,642	11,114	23,172	153,947	(26,312)	1,379,563
Dues and subscriptions	29,689	12,859	28	550	—	43,126
Minor equipment purchases and equipment rentals	283,256	30,576	2,110	866	—	316,808
Ads, fees and miscellaneous	344,507	21,702	21,555	542	—	388,306
Interest	685,065	223,934	—	—	—	908,999
Depreciation and amortization	<u>1,445,675</u>	<u>505,099</u>	<u>39,889</u>	<u>2,231</u>	<u>—</u>	<u>1,992,894</u>
	<u>\$72,710,124</u>	<u>\$13,940,158</u>	<u>\$7,887,736</u>	<u>\$1,022,560</u>	<u>\$(2,241,876)</u>	<u>\$93,318,702</u>



2024 Board of Directors

Chairman

Bryan Bouchard

Past Chairman

Andrew MacWilliam

Vice Chairman

Thomas Sullivan

Treasurer

Paul Voegelin

Secretary & General Counsel

Bradford Cook

Gregory Baxter, MD

Matthew Boucher

Rick Courtemanche

Eddie Edwards

Ryan Fox

Linda James

William Lambrukos

Susan Martore-Baker

Tracey Pelton

Richard Rawlings

Nathan Saller

Sanjeev Srinivasan

Tim Wade

Rob Wiczorek

MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

<https://www.linkedin.com/in/maureen-beauregard-b637358/>

EDUCATION:

B.S. University of New Hampshire
M.A. University of New Hampshire

PROFESSIONAL EXPERIENCE:

2019 - Present

Easterseals New Hampshire, Inc., Manchester, NH
<https://www.eastersealsnh.org/>
President/CEO

1991 - 2019

Families in Transition - New Horizons, Manchester, NH
<https://www.fitnh.org/>
President (2018-2019)
President and Founder (1991-2017)

1987 - 1991

State of New Hampshire, Division for Children and Youth
Services, Portsmouth, NH
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious
Strategic Planning
Community Relationships
Organizational Capacity Building

Strong Financial Acumen
Entrepreneur/Builder
Experienced Communicator
Team Building & Leadership

Professional Experience

November 1991–2019 Families in Transition

January 2018–2019
President, Families in Transition – New Horizons Manchester NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018
Receiver of Serenity Place Manchester, NH

Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017
President & Founder Manchester, NH

Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact

(603) 231-7221

maurea@familiesintransition.org

96 North Adams Street
Manchester, NH 03104

Community Service

- NH Charitable Foundation – Member, Board of Directors, Current
 - NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors, 2015
 - Leadership New Hampshire, 2010
 - Housing Action New Hampshire – Past Council Member, 2009
 - Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009
- ### Awards and Honors
- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
 - Southern New Hampshire University, Loeffler Award, 2018
 - University of New Hampshire, Granite State Award, 2018
 - Business NH Magazine's Nonprofit of the Year, 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs, one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
 1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
 2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
 1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
 2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
 3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's Outstanding Women in Business, 2011
- Key to the City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers, Citizen of the Year, 2005
- NH Business Review's Business Excellence Award, 2004
- Walter J. Dunfee Award for Excellence in Management/Organizational Award, 2004
- NH Commission on the Status of Women – Women's Recognition Award, 2003
- New Hampshire Housing Finance Authority Best Practices in Housing Development, 2003

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

Claire H. Gagnon, CPA

59 Sabbitts Pond Drive Bedford, NH 03110

603-672-4339 (N) | 603-289-0628 (C)

Experience

Easterseals New Hampshire
Manchester, NH

Senior Vice President/Controller

June 2007 – Current

- Supervise Senior level Accounting and Payroll staff and departments.
- Manage all accounting functions while ensuring the practice of net asset accounting in a multi-corporate multi-state growing environment.
- Serve as a member of the Senior Management team and participate in strategic planning for the organization.
- Serve as the management liaison to the board and audit committees, assisting the CFO as needed; effectively communicate and present critical financial matters at select board of trustees and committee meetings.
- Establish systems to ensure compliance with the requirements of: GAAP, Circular A-133, Federal and State agencies.
- Oversee preparation of all internal financial reporting to ensure accuracy, timeliness, and relevance.
- Oversee budget planning process, projections and variance analysis.
- Ensure the preparation of all required external reports for all entities ie; IRS form 990's.
- Oversee grants reporting functions.
- Oversee internal controls to include checks and balances, system testing, and procedure documentation and compliance with GAAP and other applicable standards.
- Oversee cash management system to include daily short-term investing and borrowing and cash flow forecasts.
- Perform financial analysis to include assessments for new projects and program initiatives.
- Explore and implement best practices and bench marking tools for related business functions.

ShootingStar Broadcasting of NE, LLC
Derry, NH

Director of Finance

September 2005 – February 2007

- Manage monthly financial statements and General Ledger Closing process. Includes reporting to outside sources; i.e., lenders and investors.
- Manage accounting staff and all aspects of accounting and business office.
- Prepare and/or review cash activity reports used in cash management on a weekly basis.
- Prepare departmental budgets and forecasts. Revise forecasts quarterly to monitor station's financial position.
- Manage Human Resource function for up to 60 employees, including managing union contractual obligations.
- Supervise credit and collection procedures for accounts receivable.
- Manage insurance and other vendor-related issues. Successfully replaced both employee benefits provider as well as 401(k) administrators.
- Manage FCC compliance requirements.
- Manage barter activity and activity reporting.

Daniel Webster Council, Boy Scouts of America, Inc.
Manchester, NH
Controller

1997 – September 2005

- Produce all monthly financial reports and monitor Council's financial position.
- Plan, develop and monitor the annual budget.
- Prepare all financial schedules for annual audit and assist with necessary tax filings.
- Participate and advise on the Investment Committee of the Council as well as prepare reports on a quarterly basis summarizing the activity in the \$13M endowment.
- Member of Management Team which is responsible for the administration of policies and procedures of the corporation.
- Prepare all payroll returns and year-end reports.
- Manage accounting staff and oversee accounts payables and receivables.
- Administer benefit programs including but not limited to 403(b) and insurance programs for over 40 employees.
- Serve Council in other capacities on various committees with business leaders in the community.

Lynne M. Hudson, PC
Andover, MA
Manager

1994 – 1997

- Supervise Audit, Reviews and Compilations.
- Prepare and review corporate, personal, fiduciary and payroll tax returns.
- Perform year-end inventory audits on Manufacturing companies.
- Serve as liaison for audits between IRS and Business, as well as personal clients.
- Perform year-end tax projections, tax planning and Management Advisory Services.
- Hire, train, Staff Development and Performance reviews.

Creelman & Smith
Boston, MA
Senior Accountant

1992 – 1994

- Preparation of Corporate, Personal and Non-Profit tax returns.

Smith Batchelder & Rugg
Manchester, NH
Senior Accountant

1988 - 1992

- Preparation of Corporate, Personal and Non-Profit tax returns.
- Staff auditor for various companies including financial, service and manufacturing industries.

Volunteer:

Board Treasurer, New Hampshire Legal Assistance
Member 100 Women Who Care
Tax Preparer AARP
Graduate Leadership Greater Manchester 2019

2014-2018

Education

Plymouth State College, B.S. Accounting, May 1987
CPA Certified 1991
Granite State College, Leadership Academy, September 2015

CATHY KUHN, PhD

 cathy-kuhn

603-335-1686

cathykuhn78@gmail.com

Louisville, KY

STRATEGIST | COMMUNITY RELATIONS | NONPROFIT MANAGEMENT

Agile, innovative leader with a proven record of accomplishments, creating long-standing trust and respect from executives, staff, key stakeholders, and media. Results-oriented professional with a natural ability to motivate others to achieve desired outcomes. Knowledgeable and articulate advocate with a proven track record of results

Signature Achievements & Competencies

- Doubled budget of the Metropolitan Housing Coalition in one year with private foundation grants and contracts.
- Managed over \$4 million in local, federal and state funding sources at Families in Transition. Secured over \$400,000 in private foundation grants in 2019, over \$500,000 in private foundation grants in 2018, as well as a new federal grant for \$1.5 million over five years.
- Provided strategic direction for all agency activities including Emergency Shelter and Housing Services, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Served as subject matter expert on the issue of homelessness across the state of New Hampshire. Currently serve as subject matter expert for TV, radio and print media on a range of issues related to safe and affordable housing in Louisville, KY.
- Develop and foster strong relationships with city, state, federal and corporate partners.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed by Governor Hassan and Governor Sununu.

PROFESSIONAL HIGHLIGHTS

EXECUTIVE DIRECTOR

Metropolitan Housing Coalition Louisville, KY | October 2020 - Present

- Responsible for all aspects of agency operations including board development and engagement, financial management and forecasting; fundraising; strategic planning; communications and marketing; outcomes and evaluation.
- Leader in advocacy regarding all aspects of affordable housing including fair housing; vacant and abandoned properties; land development code reform; utility insecurity.
- Led successful application for national affordable housing learning collaborative. Louisville was 1 in 8 cities selected for participation in the Housing Solutions Collaborative in partnership with over 10 local organizations.
- Received \$120,000 research grant to investigate interventions to reduce the high rate of evictions in Louisville.
- Serve as local expert on issues related to affordable housing, participating on dozens of local housing committees and panels, as well as key spokesperson for TV, print, and radio media.

PROFESSIONAL HIGHLIGHTS - CONTINUED

HOUSING DEVELOPMENT CONSULTANT

Easter Seals NH, VT and ME | January-July 2021

- Provide consultation to Easter Seals NH on acquisition of new permanent supportive housing projects for people experiencing homeless in New Hampshire.
- Provide assistance to Easter Seals NH on the development of new affordable housing in Northern New England.
- Provide consultation to Easter Seals NH on Property Management processes and funding compliance.

PROFESSIONAL HIGHLIGHTS - CONTINUED

CHIEF STRATEGY OFFICER/INTERIM TEAM EXECUTIVE DIRECTOR

Families in Transition Manchester, NH | Oct 2019-June 2020

VP, Research and Training (2009-2019) Director, Housing Development (2007-2008)

- Appointed Interim Team Leader after departure of agency founder in October 2019. Assigned supervisory responsibilities for staff and departments formerly supervised by the former President including Property Maintenance and Housing Development, Resource Development, and Marketing and Communications.
- Led the agency through the COVID-19 pandemic, successfully and immediately standing up the city's only decompression and quarantine site for people experiencing homelessness. Ensured a safe working environment for all staff and a safe living environment for over 500+ people per night.
- Core member of senior management team providing strategic direction and operational management for organization with \$13M budget and 200+ staff, operating programs in four cities and towns in New Hampshire.
- Provided strategic direction for Emergency Shelter and Housing Intake, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Acted as agency spokesperson.
- Led fundraising, construction and programmatic development of new emergency shelters and permanent supportive housing programs across New Hampshire.
- Acted as the direct supervision to 11 staff at all levels ranging from senior management, mid-management, frontline, administration and 1 VISTA (Volunteer in Service to America).
- Provided strategic guidance in the merger of the organization with another large nonprofit and provided oversight for the rebranding process.
- Successfully started Housing Benefits, an independent Community Housing Development Organization (CHDO) and ensured compliance with 501c3 and CHDO requirements.
- Managed the maintenance and administration of existing and new housing projects.
- Led agency evaluation efforts on existing programs and services to ensure fidelity with evidence-based models.
- Led high quality training and educational forums for both staff and citizens on existing research regarding homelessness and the provision of evidence based practices.

PROFESSIONAL HIGHLIGHTS - CONTINUED

DIRECTOR

New Hampshire Coalition to End Homelessness | 2012-2020

- Established, developed and managed agency Board of Directors.
- Led statewide advocacy activities in the response to COVID-19 highlighting the need for shelter decompression, isolation and quarantine locations, testing, and PPEs for staff and people experiencing homelessness in NH.
- Served as subject matter expert on the issue of homelessness across the state.
- Developed and authored annual report on the State of Homelessness in New Hampshire.
- Management of all programmatic and financial affairs of the agency including strategic planning and implementation of new programming.
- Created and implemented the Granite Leaders Program, a six month leadership training program for people with histories of homelessness interested in leadership opportunities in their communities.
- Provided trainings on trauma informed services and other best practices in service provision for people experiencing homelessness.
- Researched and authored Community Analyses of Housing and Homelessness, Wakefield, NH. 2018
- Developed and implemented marketing strategies and public awareness activities.
- Identified and led statewide collaborations and innovations in homeless services, including the establishment of the NH Homeless Advocate Leader Collaborative.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed under Governor Hassan and Governor Sununu.
- Led state and local advocacy efforts including public testimony at legislative hearings.
- Founded Research Program Facilitating Research on Homelessness with faculty and students in institutions of higher learning across NH.

PROFESSIONAL HIGHLIGHTS - CONTINUED

ADJUNCT PROFESSOR

St Anselm College, Southern New Hampshire University, New Hampshire Technical Institute

Manchester and Concord, NH | 2006 – Present

- Courses taught include: Social and Professional Issues in Human Services; Introduction to Sociology; Poverty and Social Welfare Policy; Sociology of Gender; Social Stratification; Race and Ethnicity; Family and Society.
- Consistently receive high evaluations from students of all backgrounds and abilities.

Additional Achievements, Education & Board Service, Continued Page 3

PROFESSIONAL HIGHLIGHTS - CONTINUED

UNITED STATES PEACE CORPS VOLUNTEER

PANAMA | 1997-1999

- Environmental Education Instructor, Grades K-5.

EDUCATION & PROFESSIONAL DEVELOPMENT

Ph.D. Sociology/Urban Studies, July 2006
Michigan State University

Master of Science, Resource Development/Urban Studies, May 2001
Michigan State University

Bachelor of Science, *cum laude*, Environmental Studies, May 1995
Rollins College, Winter Park, FL

BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS

Co-Author of Chapter in Forthcoming Book. Oxford University Press comprehensive, interdisciplinary volume on hope. "Hope and Homelessness." with Therese Seibert, PhD | May 2021-Present.

Awardee, 2020 Home Matters in NH Award for Affordable Housing and Ending Homelessness Advocacy in NH. |
December 16, 2020.

Chair, NH Governor's Interagency Council on Homelessness | 2016 – August 2020.

Vice Chair, Manchester Continuum of Care | 2017-August 2020.

Governing Council Member, Housing Action New Hampshire | 2016– August 2020.

Member, Housing and Community Development Planning Committee | 2018-August 2020.
New Hampshire Housing and Finance Authority

Board Member, Concord Coalition to End Homelessness | 2014-2016

Graduate, Leadership New Hampshire | Class of 2019

Awardee, NH Union Leader 40 Under Forty | Class of 2012
Recognizing young leaders making a difference in the state.

Interviewee, Movers & Shakers iHeartRADIO Show | June 2020
A series of interviews of leaders from all over the country

Guest on NHPR's The Exchange Radio Show | 2013, 2014, 2015, 2016 and 2019.

Guest on KY Radio Alliance Show | 2021

CATHY KUHN, PhD

~~603-325-1686~~

PAGE 5

~~cathykuhn73@gmail.com~~

BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS, CONTINUED

Guest on Louisville Public Media's *In Conversation* Radio Show | September 2021

Subject Matter Expert

Appearance in TV and print media sources including
WMUR, NH1, Union Leader, Seacoast Online, HIPPO, Manchester Ink Link,
NH Business Review, Laconia Daily Sun, Christian Science Monitor, AP, Courier Journal, Louisville Public Media, Spectrum
News, etc.de

Peter C. Hastings

C-LEVEL INFORMATION TECHNOLOGY EXECUTIVE

With 30 years of IT Experience and Track record of Success Delivering Results-Driven Technology Solutions

Career Profile

Results-driven IT Executive with expertise envisioning and leading technology-based, multi-million-dollar budget initiatives, grounded solidly on business and economic value. Proven track record management career, marked by demonstrated ability to build performance-driven teams and achieve cross-functional business objectives. A valued member of senior executive teams, contributing a seasoned road-based perspective to create practical IT strategies and implementing plans designed for maximum return at the lowest cost.

Core areas of expertise include:

➤ IT Strategy and Execution	➤ Global ERP Implementations	➤ Organization Design & Restructuring
➤ Time and Resource Optimization	➤ Process Improvement	➤ Team Building & Leadership
➤ Enterprise IT Systems	➤ Information Architecture	➤ New Product & Technology Launch
➤ Project and Program Management	➤ Corporate Mission Fulfillment	➤ Multi-Million Dollar Budget Management
➤ PMO Management	➤ Cyber Security leadership	➤ Vendor & Contract Negotiations
➤ Matrix Management	➤ Global Management	➤ Innovation leadership
➤ Merger & Acquisitions	➤ Disaster Recovery	➤ Homeland Security
➤ Private Sector	➤ Change Management	➤ Public Policy
➤ Higher Education Sector	➤ Non – Profit Sector	➤ State Government Sector

Selected value-offered Highlights

- **Making Cyber Security a critical priority;** Demonstrating that Cybersecurity needs to be a top priority of every organization through examples. Then creating policy and awareness training to ensure the security of all environments by each.
- **Driving force to standardized Software configuration Management Enterprise-Wide;** drove innovation in the State of New Hampshire by standardizing software development processes across the enterprise, utilizing a centralized software configuration management tool. Oversaw an enterprise migration from individual servers to a virtual enterprise environment containing over 300 servers saving both money and staff hours.
- **Led team to standardize a hybrid ERP implementation process for global deployment;** produced an Oracle ERP implementation methodology that utilized internal personnel instead of consultants saving the company over 20 million dollars in 6 years. This process streamlined the project schedule from 12 months to 21 weeks per manufacturing facility. This methodology was executed in 24 countries over 24 months, resulting in the conversion of 108 manufacturing facilities to a common ERP platform.

PROFESSIONAL EXPERIENCE

Easterseals - Manchester, NH

November 2021 – Present

Chief Information Officer / Information Security Officer

Leading information technology functions of the organization, serving as an integral partner and member of the Senior Management team. Guiding Information Technology strategy to support and strengthen Easter Seals. Implementing the current information security initiatives throughout the agency while planning for changes in a defensive and offensive posture to meet future threats.

Merrimack College – No. Andover MA

July 2015 – November 2021

Associate Vice President/CIO

Part of the Senior Leadership Team to provide vision, leadership, strategic planning, increase customer service, bringing credibility to IT, drive critical change in technology to meet the mission and strategic plan of Merrimack College. To ensure that the college's technology infrastructure is being maintained, protected and provides the functional tools for the college's mission of higher education. To provide fiscal leadership in developing an IT budget based on the approved plan and responsible infrastructure goals in supporting the higher education needs of the college. Support institution initiatives such as Mobile Merrimack that supports thousands of iPads for teaching in the classrooms.

STATE OF NEW HAMPSHIRE - Concord, New Hampshire
Commissioner/CIO Department of Information Technology
Acting Commissioner/CIO Department of Information Technology
Interim Commissioner/CIO Department of Information Technology

March 2007 to August 2014
June 5, 2013, to August 2014
October 17, 2012, to June 5, 2013
April 2010 to February 2011

Reported to the Governor of the State of New Hampshire - managed the Department of Information Technology (DoIT), an agency which has a staff of over 350 and an annual budget that exceeds 60 million dollars. DoIT is responsible for all IT support for the State's 65 agencies and over 10,000 full-time employees, including cybersecurity, desktops, servers, applications, networks and providing services to the over 1.3M citizens of the State.

Director of Agency Software Division

March 2008 – June 2013

Reported to the CIO of the State of New Hampshire - managed the Agency Software Division (ASD) in 20 of the State's largest agencies overseeing the efforts of over 160 staff. Engaged Agency Commissioners and senior management in the development of tactical and strategic plans, reporting, budgets, problem resolutions, and promoted DoIT best practices, policies, standards and procedures.

Agency IT Leader (Department of Safety)

March 2007 – March 2008

Reported to the Director of the Agency Software Division - managed the IT organization responsible for the software development, production and maintenance of all software applications for the State of New Hampshire's Department of Safety. The Department of Safety encompasses the State Police, Highway Patrol, Bureau of Emergency Management and Department of Motor Vehicle.

VECTRON INTERNATIONAL CORP - Hudson, NH

July 2005 – February 2007

Director of Global IT

Reported to the CFO - responsibilities encompassed managing the \$10 million IT budget, 4 direct and 13 indirect reports providing global support for continuous operations for ERP, LAN/WAN, infrastructure, telecommunications, and end-user computing environment. U

SANMINA-SCI Corp - Salem, NH

April 1996 – January 2005

Sr. Director of Global EMS Services

January 2003 – January 2005

Managed a direct staff of 10 and was responsible for the planning, master scheduling and managing the migrating of 108 global manufacturing facilities to the Oracle 11i ERP System.

Sr. Director of Mergers & Acquisitions, Administration

November 2001 – January 2003

Managed a direct staff of 7 and was responsible for creating, developing and managing the M&A administration team while managing the IT \$35M budget.

Sr. Director of Global Applications

April 2000 – November 2001

Managed a direct staff of 25 and worked closely with other Directors to understand their business requirements and issues to translate them into technical deliverables for the application group.

Director of Americas Field IT

April 1996 – April 2000

Managed a direct staff of 30 and was responsible for supporting 65 manufacturing facilities throughout North American and for supporting all aspects regarding telecommunications and business systems in the Eastern division of the company.

Education and Credentials

Merrimack College: Master's of Science in Management - MSM

Rivier University: Awarded a BA in Individualized Studies - Summa Cum Laude

Northern Essex Community College: Awarded an Associates in Electronic Technologies - Cum Laude

Military

United States Army, Honorable Discharge

Affiliations

Sigma Iota Epsilon (SIE)
 National Organization of State CIOs' (NASCIO)
 Multi-State Information Sharing & Analysis Center (MS-ISAC)
 National Association of Insurance Commissioners (NAIC)
 State of New Hampshire Town Clerks Association

Interests

Family
 Chess
 Outdoor Activities
 Theater
 Music
 Building

Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire - Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

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:

Easter Seals New Hampshire, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Maureen Beauregard	President & CEO	\$32,795.00	\$357,000.00
Claire Gagnon	CFO	\$32,795.00	\$200,000.00
Catherine Kuhn	COO	\$32,795.00	\$205,100.00
Tina Sharby	CHRO	\$32,795.00	\$200,903.00
Peter Hastings	CIO	\$32,795.00	\$190,550.00
Susan Silsby	EVP	\$0.00	\$190,550.00

ARC

320



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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

December 6, 2023

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Retroactive amendments to existing contracts with the Contractors listed below to continue to provide behavioral health residential treatment services for children, youth and young adults to meet their behavioral health needs by exercising contract renewal options by increasing the total price limitation by \$89,228,148.00 from \$189,715,897.18 to \$278,944,045.18 and extending the completion date from June 30, 2024, to June 30, 2025, effective retroactive to July 1, 2023, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease) Request #1	Revised	G&C Approval
Chase Home for Children in Portsmouth, N.H. Portsmouth, NH	159598	Portsmouth, NH	\$4,758,056.00	\$2,399,362.00	\$7,157,418.00	O: 8/4/21 Item #15
Devereux Foundation, dba Devereux Advanced Behavioral Health, Massachusetts & Rhode Island (Devereux MA/RI) Rutland, MA	186898	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$8,960,555.00	(\$482,455.00)	\$6,478,100.00	O: 8/4/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	\$4,290,335.00	\$1,843,428.00	\$6,133,763.00	O: 7/14/21 Item #14
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Manchester, NH	\$33,870,236.00	\$2,282,662.00	\$35,952,898.00	O: 7/14/21 Item #14

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 5

The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$19,903,207.01	\$1,261,771.00	\$21,164,978.01	O: 7/14/21 Item #14
Nashua Children's Home Nashua, NH	154120	Nashua, NH	\$9,804,960.00	\$8,943,206.00	\$18,748,166.00	O: 7/14/21 Item #14
Orion House, Incorporated Newport, NH	154861	Newport, NH	\$3,190,423.00	\$2,088,218.00	\$5,278,641.00	O: 8/4/21 Item #15 A01: 6/28/2023 Item #43
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	\$11,382,600.17	\$8,201,186.00	\$19,583,786.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	\$50,443,273.00	\$27,298,863.00	\$77,742,136.00	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$11,215,992.00	\$8,318,030.00	\$19,534,022.00	O:10/13/21 Item #38B
Stetson School, Inc. Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$7,280,334.00	\$6,497,460.00	\$13,777,794.00	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$15,885,099.00	\$18,781,753.00	\$34,666,852.00	O: 8/4/21 Item #15
Webster House Manchester, NH	318295	Manchester, NH	\$4,543,650.00	\$531,453.00	\$5,075,103.00	O: 7/14/21 Item #14 A01: 6/28/2023 Item #43
Whitney Academy, Inc. East Freetown, MA	161638	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,387,177.00	\$1,263,211.00	\$7,650,388.00	O: 7/14/21 Item #14
		Total:	\$189,715,897.18	\$89,228,148.00	\$278,944,045.18	

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 6

2) Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend the existing contract with Mount Prospect Academy, Inc. (vendor #168139), Plymouth, NH, to allow the Department to make payments for shelter care services provided, by exercising a contract renewal option, by increasing the price limitation by \$39,200,757 from \$47,176,194 to \$86,376,951, and extending the completion date from June 30, 2024 to June 30, 2025, effective **Retroactive** to January 1, 2023, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client. The original contract was approved by Governor and Council on August 4, 2021, item #15.

Funds are 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.

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

Depending on the eligibility of the client, funding type is determined at the time of payment, based on individual eligibility through the Division for Behavioral Health, Division for Children, Youth and Families, or other Department of Health and Human Services involved youth. Possible account numbers to be utilized include the below:

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

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

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

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

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

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

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

EXPLANATION

Request #1 is **Retroactive** to align with the July 1, 2023, effective date of the residential treatment rate increases included in Chapter 79, Section 445, Laws of 2023 (i.e., House Bill 2). Additionally the Department needed to complete a rate setting adjustment determination resulting from a two-year review with DHHS Medicaid. The Department was therefore unable to implement the rate increases until completion of the budget process and the rate setting adjustment determination, which was necessary to better align rates with vendors' actual costs.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 5

Request #2 is Retroactive to allow the Department to make payments for shelter care services provided. The Department needed Mount Prospect Academy to continue providing critical short-term residential shelter care services to adolescents in crisis during ongoing negotiations between the Department and Contractor to transition these services to this Residential Treatment Services for Children's Behavioral Health contract. The Department initially entered into negotiations with the Contractor regarding residential daily rates in 2022. Negotiations took longer than expected due to the need for a comprehensive re-examination of the rate setting process conducted by the Department over the last year.

The purpose of this request is to increase funding and extend the completion date for the continued provision of behavioral health services in residential treatment settings to children, youth and young adults who have heightened behavioral health needs that require more intensive treatment than what is offered in their home and community.

Also this request is to add scope to Mount Prospect Academy's contract to include the Short-term Treatment Education and Planning (STEP) program that provides short term treatment to youth who are in need of a brief episode of treatment and a specific focus on discharge planning for a successful return to their home and community. The Department will also compensate the Contractor for costs incurred for the provision of short-term residential shelter care services to adolescents in crisis.

The Contractors will continue to deliver evidence-based and trauma-informed clinical services, as an essential part of the Children's System of Care, to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. As a result of these contracts, the Department has seen a reduced number of placements outside of New England. The Contractors will continue supporting the Department's efforts to provide better long-term outcomes for youth by providing services that are short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act and adherence to RSA 135-F.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor determines whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2025

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

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

As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the six (6) years available.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

Should the Governor and Executive Council not authorize this request, the Department's ability to ensure adherence to RSA 135-F and implementation of required trauma-informed models and evidence-based models for residential treatment programs, and secure funding through the Family First Prevention Services Act and IV-E would be jeopardized. Furthermore, access to treatment for all youth may be limited, which could impact the quality of services available, increase length of stay and service costs, and limit the ability of youth to return home. Lastly, the Department would need to rely more heavily on placements beyond New England.

Source of Federal Funds: Assistance Listing Number # 93.658, FAIN #'s 2101NHFOST and 2301NHFOST; Assistance Listing Number # 93.558, FAIN #'s 2101NHTANF and 2301NHTANF; Assistance Listing Number # 93.659, FAIN #'s 2101NHADPT and 2301NHADPT; Assistance Listing Number # 93.778, FAIN #'s 2105NH5ADM and 2305NH5ADM.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 35,952,898
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9 to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days.

The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13. 14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data, (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.

Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

19. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

20. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (based on internal data which DHHS will access through CME and DCYF system) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (based on internal DCYF data which DHHS will access)
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21. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

22. Modify Exhibit C, Payment Terms, Section 2., to read:

- 2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHAVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY

SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

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

23. Modify Exhibit C, Payment Terms, Subsection 4.1., to read:

4.1 For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 4.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

4.1.1.

Program - Boys Program	
Residential for IEP eligible youth per day until 6/30/2023	\$455.18
Residential Non-IEP eligible youth per day until 6/30/2023	\$455.18
Program - Lancaster	
Residential for IEP eligible youth per day until 6/30/2023	\$638.28
Residential Non-IEP eligible youth per day until 6/30/2023	\$638.28
Program - RJ Krol	
Residential for IEP eligible youth per day until 6/30/2023	\$385.96
Residential Non-IEP eligible youth per day until 6/30/2023	\$385.96
Program - Zachary Roads	
Residential for IEP eligible youth per day until 6/30/2023	\$553.66
Residential Non-IEP eligible youth per day until 6/30/2023	\$553.66

Program - Boys Program	
Residential for IEP eligible youth per day effective 7/1/2023	\$495.89
Residential Non-IEP eligible youth per day effective 7/1/2023	\$495.89
Program - Lancaster	
Residential for IEP eligible youth per day effective 7/1/2023	\$717.28
Residential Non-IEP eligible youth per day effective 7/1/2023	\$717.28
Program - RJ Krol	
Residential for IEP eligible youth per day effective 7/1/2023	\$392.74
Residential Non-IEP eligible youth per day effective 7/1/2023	\$392.74
Program - Zachary Roads	
Residential for IEP eligible youth per day effective 7/1/2023	\$783.93
Residential Non-IEP eligible youth per day effective 7/1/2023	\$783.93

4.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted ~~News~~

Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

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

24. Modify Exhibit C, Payment Terms, Subsection 4.5., to read:

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

4.5.1. Sub-total: \$35,952,898.00

4.5.2. SFY 22: \$11,223,412.00

4.5.3. SFY 23: \$11,223,412.00

4.5.4. SFY 24: \$6,753,037.00

4.5.5. SFY 25: \$6,753,037.00

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

11/29/2023

Date

DocuSigned by:
Katja S. Fox
2A0FEC7D81684F3...

Name: Katja S. Fox

Title: Director

Easter Seals New Hampshire, Inc.

11/28/2023

Date

DocuSigned by:
Catherin Kuhn
8392587D078D42A...

Name: Catherin Kuhn

Title: Chief operating officer

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

OFFICE OF THE ATTORNEY GENERAL

11/29/2023

Date

DocuSigned by:
Robyn Guarino
748734844941480...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Loel A. Sbiblette
Commissioner

Katja S. Fox
Director

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

June 28, 2021

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

REQUESTED ACTION

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

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,298,503.00	6,298,503.00	19,903,207.01

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 5

Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,869,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

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

Hls Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 5

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 5

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

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

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

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

Areas served: Statewide.

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

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

Respectfully submitted,



Lori A. Shiblette
Commissioner



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-OBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ASI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewer Name and Title

1. Robert Rodar, Administrator for DCYF
2. Richard Serata, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tania Godfredsen, Business Administrator, Finance



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

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

Reviewers Name and Title

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



PROJECT TITLE		Request for Proposal Summary Report Form-01	
PROJECT ID NUMBER		HHS-2011-004-11-RFP-01	
LEVEL OF CARE		Level 1	
1	Contract Acquisition	24	100%
2	Level 1 - Contract	24	100%
3	Level 1 - Contract	24	100%
4	Level 1 - Contract	24	100%
5	Level 1 - Contract	24	100%
6	Level 1 - Contract	24	100%
7	Level 1 - Contract	24	100%
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99	Level 1 - Contract	24	100%
100	Level 1 - Contract	24	100%

Contract ID: HHS-2011-004-11-RFP-01
 Contract Title: Request for Proposal Summary Report Form-01
 Contract Type: Contract
 Contract Status: Open
 Contract Start Date: 10/01/2011
 Contract End Date: 09/30/2012
 Contract Value: \$24,000,000
 Contract Location: Washington, DC



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	89
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	88
3	Mount Prospect Academy, Inc.	Option D ERT Campton	88
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	88
5	St. Anne Home, Inc.	Option B CBAT	81
6	St. Anne Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	88
9	Youth Opportunities Upheld Inc.	Option C ICBAT	88
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewer Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Sauman, Administrator, CBH
- 3 Erica Ungarelli, Director for CBH
- 4 Rebecca Fedens, Administrator, DOE
- 5 Tanja Godfredson, Business Administrator, Finance
- 6 Elizabeth Laloraine, Administrator, Finance

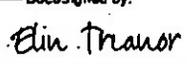
Subject: Residential Treatment Services for Children's Behavioral Health

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03013	
1.5 Contractor Phone Number (603) 623-8863	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$33,670,236
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/24/2021		1.12 Name and Title of Contractor Signatory Elin Treanor CFO	
1.13 State Agency Signature DocuSigned by:  Date: 6/24/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 6/24/2021

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 OS
ET
Date 07/24/2021

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 ET
Date 6/24/2021

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.

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

Scope of Services

1. Statement of Work

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

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

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

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

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

ET

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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

1.13. Admissions, Discharges and Transitions

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

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. **Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

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

and parents feels valued and heard.

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

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

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

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

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

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

1.16. Cultural and Linguistic Diversity

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

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

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

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

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

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

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

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

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

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

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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

- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
 - 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
 - 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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

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

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

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

DS
ET

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

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

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

2. Residential Treatment Levels of Care

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

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

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

Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Robert B. Jolicoeur Ed & Res Facility – Boys	Manchester, NH	10	N/A
	Easter Seals Lancaster	Lancaster, NH	6	N/A
	Easter Seals Zachary Road	Manchester, NH	39	N/A
	Robert B. Jolicoeur Ed & Res Facility - Krol	Manchester, NH	5	N/A
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

2.7.2.1. Highly structured treatment on a 24/7 basis,

2.7.2.2. Structured and safe, therapeutic milieu environment,

2.7.2.3. Medication Monitoring and management,

2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.7.2.5. Concentrated individualized treatment

ET

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

- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

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

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

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

2.7.3.2.1.2. Awake overnight; 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.7.3.2.2.3. Clinical Ratio: 1:8

2.7.3.2.2.4. Family Therapist 1:8

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ET

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

- 2.7.3.2.2.5. Family Worker: 1:8
- 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
- 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
- 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.7.3.2.3. **Medical Care:**

- 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
- 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
- 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.
- 2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

- 2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined

ET

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

by their treatment team and sending school district, when applicable.

- 2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.
- 2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:
 - 2.7.5.4.1. Transitional Services.
 - 2.7.5.4.2. Vocational Services.
 - 2.7.5.4.3. Formal Education.
 - 2.7.5.4.4. Training Programs.
 - 2.7.5.4.5. Independent Living Skills.
- 2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

- 2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services, and appointments for the following but not limited to:
 - 2.7.6.1.1. Court Hearings.
 - 2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

DS
ET

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

- 2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.7.6.1.4. Recreation (clubs, sports, work).
- 2.7.6.1.5. Family and sibling visits.
- 2.7.6.1.6. Other as required by the individual's treatment plan.
- 2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including

ET

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

coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

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

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

- 3.2. Reserved
- 3.3. Reserved
- 3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Lancaster

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation

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

Family Therapist	1:8	None Allocated
Transportation	Not Required	None Allocated
Case Manager	1:8 or see Family Worker	See Family Worker; None Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	None Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	1:12
Psychiatrist	Availability of prescriber or psychiatry on site	None Allocated
Psychologist	Availability of prescriber or psychiatry on site	None Allocated
Medical Doctor, APRN	Not Required	Consultant
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2 The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.1.2.1 Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2 Neurobehavioral needs;
- 3.5.1.2.3 Aggressive behavior;
- 3.5.1.2.4 Episodes Moderate Self-Injurious Behaviors;
- 3.5.1.2.5 Severe Medical Needs

3.5.2 Robert B Jolicoeur Ed & Res Facility-Boys

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation

DS
ET

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

Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:3
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	Not Allocated
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	See Family Worker; Not allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	1:6 LPN
Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Consultant
	* Not required, indicates that a specific position/personnel was not required or as a ratio	

3.5.2.2 The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.2.2.1 Intellectual and Developmental Disability (IDD);
- 3.5.2.2.2 Neurobehavioral needs;
- 3.5.2.2.3 Aggressive behavior;
- 3.5.2.2.4 Episodes Moderate Self-Injurious Behaviors;
- 3.5.2.2.5 Highly Aggressive Behavior

3.5.3 Robert B. Jolicoeur Educational & Residential Facility- Krol House

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

ET

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	Not Allocated
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	Not Allocated; see Family worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	LPN 1:6
Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	None Allocated
Medical Doctor, APRN	Not Required	Consultant
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.3.2 The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.3.2.1 Intellectual and Developmental Disability (IDD);
- 3.5.3.2.2 Neurobehavioral needs;
- 3.5.3.2.3 Aggressive behavior;

DS
ET

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

- 3.5.3.2.4 Episodes Moderate Self-Injurious Behaviors;
- 3.5.3.2.5 Highly Aggressive Behavior

3.5.4 Zachary Road

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	None Allocated
Transportation	Not Required	None Allocated
Case Manager	1:8 or see Family Worker	None Allocated; See family worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	None Allocated
Nursing Staff	24/7, available, and shall be onsite regularly	LPN (2 FTE); RN (4 FTE)
Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	None
Medical Doctor, APRN	Not Required	Consultant
APRN	Not Required	1 FTE
Dietitian	Not Required	1 FTE

DS
ET

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

	* Not required indicates that a specific position/personnel was not required or as a ratio	
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3.5.4.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.4.2.1 Intellectual and Developmental Disability (IDD);
- 3.5.4.2.2 Neurobehavioral needs;
- 3.5.4.2.3 Aggressive behavior;
- 3.5.4.2.4 Episodes Moderate Self-Injurious Behaviors;
- 3.5.4.2.5 Highly Aggressive Behavior

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

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

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

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

5. Reporting Requirements

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

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios.
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints

OS
ET

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

Number of seclusions
Discharge locations
Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

DS
ET

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

6. Performance Measures

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

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

6.2. Performance Improvement

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

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

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

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.

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

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

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

advancement, in providing consistent, high-quality services.

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

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

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

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

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

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

8. Records

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

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

of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

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

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



Payment Terms

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

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



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

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

4.1.1.

Program - Boys Program	
Residential for IEP eligible youth per day	\$455.18
Residential Non-IEP eligible youth per day	\$455.18
Program - Lancaster	
Residential for IEP eligible youth per day	\$638.23
Residential Non-IEP eligible youth per day	\$638.23
Program - RJ Krol	
Residential for IEP eligible youth per day	\$385.96
Residential Non-IEP eligible youth per day	\$385.96
Program - Zachary Roads	
Residential for IEP eligible youth per day	\$553.66
Residential Non-IEP eligible youth per day	\$553.66

4.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

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

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

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



- 4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the Medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$33,670,236.00
 - 4.5.2. SFY 22: \$11,223,412.00
 - 4.5.3. SFY 23: \$11,223,412.00
 - 4.5.4. SFY 24: \$11,223,412.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the

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



Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

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

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

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

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

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

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

7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

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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 actively the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

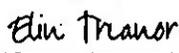
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Vendor Name:

6/24/2021
Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO

Vendor Initials 
 Date 6/24/2021

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

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ET

Contractor Initials

6/24/2021

Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/24/2021

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Contractor Initials ET

Date 6/24/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date 6/24/2021

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3).1, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
 The State by:
 Katja Fox
 Signature of Authorized Representative
 Katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 6/24/2021
 Date

Easter Seals New Hampshire, Inc
 Name of the Contractor
 Elin Treanor
 Signature of Authorized Representative
 Elin Treanor
 Name of Authorized Representative
 CFO
 Title of Authorized Representative
 6/24/2021
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

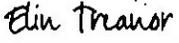
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

6/24/2021

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO

Contractor Initials 
 Date 6/24/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15) as amended on December 20, 2023 (item #32C), 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. Modify Exhibit C, Payment Terms, Paragraph 4.1.2. only, to read:
4.1.2. Effective July 1, 2023, to June 30, 2025:

Program - Adventure Therapy	
Residential for IEP eligible youth per day	\$598.00
Residential Non-IEP eligible youth per day	\$598.00
Program - Plymouth CAST	
Residential for IEP eligible youth per day	\$492.32
Residential Non-IEP eligible youth per day	\$492.32
Program - Hall Farm	
Residential for IEP eligible youth per day	\$581.77
Residential Non-IEP eligible youth per day	\$581.77
Program - Hampton CAST	
Residential for IEP eligible youth per day	\$714.57
Residential Non-IEP eligible youth per day	\$714.57
Program - Rumney	
Residential for IEP eligible youth per day	\$664.57
Residential Non-IEP eligible youth per day	\$664.57
Program - Summit Program	
Residential for IEP eligible youth per day	\$627.30
Residential Non-IEP eligible youth per day	\$627.30
Program - ERT at Campton	
Residential for IEP eligible youth per day	\$807.69
Residential Non-IEP eligible youth per day	\$807.69
Program - ERT at Hampton	
Residential for IEP eligible youth per day	\$872.58
Residential Non-IEP eligible youth per day	\$872.58
Program - Sub Acute	
Residential for IEP eligible youth per day	\$913.34
Residential Non-IEP eligible youth per day	\$913.34

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 retroactive to 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

7/23/2024

Date

DocuSigned by:



Name: Katja S. Fox

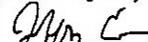
Title: Director

Mount Prospect Academy, Inc.

7/23/2024

Date

DocuSigned by:



Name: Jeff Caron

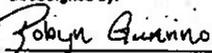
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

7/24/2024

Date

DocuSigned by:

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 MOUNT PROSPECT ACADEMY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 2002. 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: 423309

Certificate Number: 0006730408



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

I, Jeffrey Park, secretary of Mount Prospect Academy, Inc, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Mount Prospect Academy, Inc. _____

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 May 29, 2024 at which a quorum of the Directors/shareholders were present and voting.

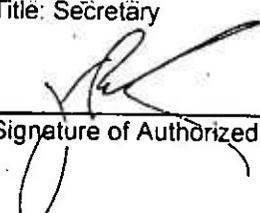
VOTED: That Jeffrey Caron, M.Ed., C.A.G.S. is duly authorized on behalf of Mount Prospect Academy, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and 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: 7/17/24

Name: Jeffrey Park

Title: Secretary



Signature of Authorized Official



Policy name	Mission Statement
Policy Number	Admin 001
Date	January 1, 2020

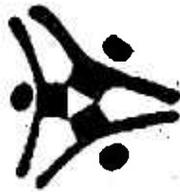
MPA's mission is to provide a caring, safe therapeutic environments where students have the opportunity to grow and acquire the skills they need to reach their educational and social potential. We aim to develop trusting relationships with students and facilitate experiences that promote their ability to self-regulate; manage thoughts and feelings; and develop feelings of safety, confidence, and competency.

Our non-profit inspires students to achieve meaningful success in their own unique and personal way.

MPA adheres to its mission:

“Our mission is to help clients reach their full potential by providing an array of adult, youth, and family-driven solutions, including home-based treatment, residential treatment, community-based family support, mentoring, residential respite, targeted case management, academic support, family therapy, transitional living, and other therapeutic interventions. Our culturally sensitive, evidence-based treatment services ensure that each client has the support necessary to overcome challenges.”

Action	Changes Made	Doc version	Date Approved
Created			January 1 2020



COMBINED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2023

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates

Opinion

We have audited the accompanying combined financial statements of Mount Prospect Academy, Inc., and Affiliates (the Organization), which comprise the combined statement of financial position as of June 30, 2023, and the related combined statements of activities and cash flows for the year then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2023, and the results of their operations and their cash flows for the year then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

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

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases* during the year ended June 30, 2023. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates
Page 2

Auditor's Responsibilities for the Audit of the Combined Financial Statements

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

In performing an audit in accordance with U.S. GAAS, we:

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying combining statement of financial position, combining statement of activities and combining statement of functional expenses are presented for purposes of additional analysis of the combined financial statements rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the combined financial statements. The Schedule of Private Non-Medical Institution (PNMI) Revenue and Expenses is presented for purposes of additional analysis and is not a required part of the combined 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 combined financial statements

Boards of Trustees
Mount Prospect Academy, Inc., and Affiliates
Page 3

The supplementary information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the supplementary information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 14, 2023

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combined Statement of Financial Position

June 30, 2023

ASSETS

Current assets	
Cash and cash equivalents	\$ 23,565,953
Accounts receivable, net	8,750,484
Employee retention tax credit receivable, net	4,790,867
Prepaid expenses	<u>726,141</u>
Total current assets	<u>37,833,445</u>
Property and equipment	
Land and land improvements	3,970,502
Buildings and building improvements	19,039,897
Leasehold improvements	2,457,094
Vehicles	3,547,654
Furniture and equipment	<u>1,543,685</u>
	30,558,832
Less accumulated depreciation	<u>12,633,957</u>
Property and equipment, net	<u>17,924,875</u>
Other assets	
Assets whose use is limited	66,390
Right of use lease assets, net - finance	398,854
Right of use lease assets, net - operating	662,516
Due from related parties	<u>141,723</u>
Total other assets	<u>1,269,483</u>
Total assets	<u>\$ 57,027,803</u>

The accompanying notes are an integral part of these combined financial statements.

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 582,000
Accounts payable	751,815
Accrued expenses	1,919,221
COVID-19 funding advances	215,805
Current portion of lease obligations - finance	90,939
Current portion of lease obligations - operating	<u>281,489</u>
Total current liabilities	<u>3,841,269</u>
Long-term liabilities	
Long-term debt, net of current portion and unamortized deferred financing costs	7,704,707
Lease obligations - finance, net of current portion	309,830
Lease obligations - operating, net of current portion	375,639
Deferred compensation liability	<u>66,390</u>
Total long-term liabilities	<u>8,456,566</u>
Total liabilities	<u>12,297,835</u>
Net assets without donor restriction	<u>44,729,968</u>
Total liabilities and net assets	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combined Statement of Activities

Year Ended June 30, 2023

Changes in net assets without donor restriction	
Revenue and support	
Residential services	\$ 25,955,564
Day services	8,722,930
Tuition revenue	14,958,312
Room and board	9,324,962
Ancillary revenue	3,068,005
Other support	<u>925,277</u>
Total revenue and support	62,955,050
Other revenue	
State nutrition program	56,197
Contributions	82,374
COVID-19 relief funding	995,196
Employee retention tax credit, net	7,929,771
Other revenue	<u>508,848</u>
Total revenue	<u>72,527,436</u>
Expenses	
Education and home life	45,938,345
General administration	<u>11,607,027</u>
Total expenses	<u>57,545,372</u>
Gain on sale of property and equipment	<u>32,335</u>
Change in net assets	15,014,399
Net assets, beginning of year	<u>29,715,569</u>
Net assets, end of year	<u>\$ 44,729,968</u>

The accompanying notes are an integral part of these combined financial statements.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES**Combined Statement of Cash Flows****Year Ended June 30, 2023**

Cash flows from operating activities	
Change in net assets	\$ 15,014,399
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,869,308
Gain on sale of property and equipment	(32,335)
Change in right of use lease assets, net - operating	(5,388)
(Increase) decrease in	
Accounts receivable, net	(1,453,634)
Employee retention tax credit receivable, net	(4,790,867)
Prepaid expenses	(328,276)
Due from related parties	1,024,174
Increase (decrease) in	
Accounts payable	(42,763)
Accrued expenses	(1,970,381)
COVID-19 funding advances	(109,592)
Due to related parties	<u>(192,936)</u>
Net cash provided by operating activities	<u>8,981,709</u>
Cash flows from investing activities	
Proceeds from sale of property and equipment	48,895
Purchase of property and equipment	<u>(1,788,156)</u>
Net cash used by investing activities	<u>(1,739,261)</u>
Cash flows from financing activities	
Principal payments on lease obligations - finance	(19,897)
Principal payments on long-term borrowings	<u>(1,079,417)</u>
Net cash used by financing activities	<u>(1,099,314)</u>
Net increase in cash and cash equivalents	6,143,134
Cash and cash equivalents, beginning of year	<u>17,422,819</u>
Cash and cash equivalents, end of year	<u>\$ 23,565,953</u>
<u>Supplemental disclosures</u>	
Non-cash investing and financing transactions	
Acquisition of property and equipment with issuance of long-term debt to seller's financing company	<u>\$ 402,908</u>

The accompanying notes are an integral part of these combined financial statements.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Nature of Business

Mount Prospect Academy, Inc. (MPA) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA is licensed by the State of New Hampshire and operates special education schools in Keene, Plymouth and Hampton, New Hampshire with several affiliated group homes in Haverhill, Rumney, Warren, Plymouth, Hampton and Campton, New Hampshire. MPA also provides comprehensive in-home and community support services to families in New Hampshire and northeastern Massachusetts under the name Project Connect and Solid Foundations.

Vermont Permanency Initiative, Inc. (VPI) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the New England School for Girls and Vermont School for Girls, a residential treatment program for girls operated in Bennington, Vermont. VPI also offers community based support to youth and families in Vermont under the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is completely separate from the Board of Trustees that governs MPA.

New Hampshire Youth Program for Motorsports, LLC (NHYPM) offers students the opportunity to experience New Hampshire's great outdoors in a truly unique and fun way. MPA is the sole member of NHYPM and is considered a "disregarded" entity for tax purposes. For the last three years, NHYPM has provided students the chance to ride dirt bikes and snowmobiles as part of their educational and therapeutic programming. No riding experience is required as all participants must complete the rider training curriculum, and the NH state off-highway recreational vehicle (OHRV) class before they are eligible for trail rides. Everyone who completes the class receives their NH OHRV certification through the New Hampshire Department of Fish and Game.

NHYPM students also receive instruction on small engines and mechanics. Students engage in hands-on learning as they discover how these machines operate, how to properly maintain them, and which tools are needed for each task. NHYPM students also gain important life skills and learn how to work independently and as part of a team. Students are also required to participate in community service projects which helps them to develop a sense of community and civic responsibility.

NHYPM offers students the opportunity to develop self-esteem, values for daily living, and a sense of belonging by using dirt bikes and snowmobiles as motivational tools. To participate in the program, students must sign a participation agreement and individual goal contracts to earn riding time. For those who choose to engage in the NHYPM program, adventure and fun are regular occurrences. It is open to any student who is interested, and all riding abilities are welcome.

U.S. generally accepted accounting principles (U.S. GAAP) requires the combination of related organizations when common control and economic dependency exists. At June 30, 2023, common control did not exist between MPA and VPI, however economic dependency does exist. As such, combination of MPA and VPI in 2023 is allowed but not required.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

1. Summary of Significant Accounting Policies

Principles of Combination

The combined financial statements include the activity of MPA, VPI, and NHYPM (collectively, the Organization). All material intercompany transactions and balances have been eliminated in combination.

Basis of Presentation

The accompanying combined financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. The Organization reports its activities and net assets in two classes: net assets without donor restriction and net assets with donor restriction.

Revenues are reported as increases in net assets without donor restriction unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restriction. Expirations of temporary restrictions on net assets (that is, situations in which the donor-imposed stipulated purpose has been accomplished and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets. The Organization did not have any net assets with donor restrictions as of June 30, 2023.

Use of Estimates

The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

All highly liquid investments without donor restrictions and with an original maturity of three months or less are considered to be cash equivalents.

The Organization maintains its cash and certificates of deposit in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount the Organization expects to collect from outstanding balances. As of June 30, 2023 and 2022, the Organization had \$8,750,484 and \$7,297,415, respectively, of accounts receivable.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

The Organization provides for probable uncollectible amounts through a charge to current-year earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after the Organization has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Property and Equipment

Property and equipment are stated at cost or, if donated, at the fair market value at the date of donation. Expenditures for repairs and maintenance are expensed when incurred, and betterments and assets purchased in excess of \$1,000 are considered for capitalization.

Depreciation of property and equipment is charged against operations using the straight-line method over the estimated useful lives of these assets, as follows:

	<u>Years</u>
Land improvements	7 - 10
Buildings and building improvements	7 - 30
Leasehold improvements	5 - 25
Vehicles	3 - 5
Furniture and equipment	2 - 15

When assets are sold or disposed of, the related cost and accumulated depreciation and amortization are removed from the respective accounts, and any resulting gain or loss is included in the combined statement of activities.

Newly Adopted Accounting Principle

In 2023, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 842, *Leases* (Topic 842). The new standard increases transparency and comparability among organizations by recognizing lease assets and lease liabilities in the combined statement of financial position and disclosing key information about leasing arrangements. The core principle of Topic 842 is that a lessee should recognize the assets and obligations that arise from leases. All leases create an asset and a obligation for the lessee in accordance with FASB Concepts Statement No. 6, *Elements of Financial Statements*, and, therefore, recognition of those lease assets and lease obligations represents an improvement over previous U.S. GAAP, which did not require lease assets and lease obligations to be recognized for operating leases. The Organization adopted Topic 842 using the prospective approach. The Organization elected the "package of practical expedients," an option which permits it to not reassess prior conclusions about lease identification, lease classification, and initial direct costs under the new standard. Upon adoption the organization recognized \$420,666 of right of use lease assets - finance with a lease obligation and \$1,098,295 of right of use lease assets - operating with a lease obligation.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Leases

At the inception of an arrangement, the Organization determines if an arrangement is or contains a lease based on the unique facts and circumstances present in that arrangement. Lease classification, recognition, and measurement are then determined as of the lease commencement date. For arrangements that contain a lease, the Organization (i) identifies lease and non-lease components, (ii) determines the consideration in the contract, (iii) determines whether the lease is an operating or finance lease, and (iv) recognizes a lease right of use (ROU) asset and obligation. Lease obligations and their corresponding ROU assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable, and as such, the Organization used the 5-year treasury bill rate at based on the information available at the lease commencement date, a rate which represents one that would be incurred to borrow, on a collateralized basis, over a similar term, an amount equal to the lease payments in a similar economic environment.

Some leases include options to renew and/or terminate the lease, which can impact the lease term. The exercise of these options is at the Organization's discretion and the Organization does not include any of these options within the expected lease term where it is not reasonably certain that these options will be exercised.

Fixed, or in-substance fixed, lease payments on operating leases are recognized over the expected term of the lease on a straight-line basis. Variable lease expenses that are not considered fixed, or in-substance fixed, are recognized as incurred. Finance leases are recognized using the effective interest rate method which amortizes the ROU asset to expense over the lease term and interest costs are expensed on the lease obligation throughout the lease term. The Organization has elected the short-term lease exemption and, therefore, does not recognize a ROU asset or corresponding liability for lease arrangements with an original term of 12 months or less.

The finance leases and operating leases are included in separate ROU assets and lease obligations in the Organization's combined statement of financial position as of June 30, 2023.

Deferred Financing Costs

Certain costs related to long-term debt, such as accountants, attorneys and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. These costs are presented as a direct deduction from the carrying amount of the related long-term debt. In addition, the amortization of the deferred costs is included with interest expense.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Revenue and Support and Other Changes in Net Assets

The Organization's revenue recognition policies are as follows:

Revenue and support are recorded as increases in net assets without donor restrictions at the time the services are provided. Services are billed monthly based on monthly attendance and is due within 30 days. In some circumstances, tuition revenues are received prior to the school year and are recorded as a current liability under prepaid tuition. There was no prepaid tuition as of June 30, 2023.

Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on other assets and liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor restriction or by law. Expirations of temporary restrictions, if any, on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between the applicable classes of net assets.

Income Taxes

The Organization is comprised of not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (the Code), whereby only unrelated business income, as defined by Section 512(a)(1) of the Code, is subject to federal and state income tax.

Allocation of Costs

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense totaled \$17,703 in 2023.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

2. Availability and Liquidity of Financial Assets

As of June 30, 2023, the Organization has working capital of \$33,992,176 and average days (based on normal expenditures) cash and cash equivalents on hand of 154.

Financial assets and liquidity resources available within one year for general expenditures, such as operating expenses and scheduled principal payments on debt, were as follows as of June 30:

Cash and cash equivalents	\$23,565,953
Accounts receivable, net	8,750,484
Employee retention tax credit receivable, net	<u>4,790,867</u>
Financial assets available at year end for current use	<u>\$37,107,304</u>

VPI also has a line of credit available to meet short-term needs. See Note 4.

The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Significant Concentrations

Approximately 40% of the revenue recorded during 2023 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 14% of the revenue recorded during 2023 was from beneficiaries of the Vermont Medicaid program.

Approximately 22% of the revenue recorded during 2023 was from the Vermont Department of Education and various school districts located in New Hampshire, Vermont, and Massachusetts.

Approximately 6% of the revenue recorded during 2023 was from the Massachusetts Department of Mental Health and Developmental Services.

Due to the concentration of clients who receive benefits from the various state reimbursement programs, the Organization is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain the Organization's operations.

4. Line of Credit

VPI holds a line of credit agreement with Passumpsic Savings Bank under which Passumpsic Savings Bank agrees to advance up to \$250,000 to VPI upon request. Monies advanced accrue interest at the rate of 9.25%. There was no balance outstanding as of June 30, 2023. The line of credit is collateralized by various real estate in Bennington and Newbury, Vermont.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

5. Long-Term Debt

Long-term debt consisted of the following:

Mount Prospect Academy, Inc.

Note payable to Passumpsic Savings Bank, due in monthly installments of \$6,737, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$7,300, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	\$ 849,383
Note payable to Passumpsic Savings Bank, due in monthly installments of \$8,374, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$9,074, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,055,699
Note payable to Passumpsic Savings Bank, due in monthly installments of \$9,574, including interest at 4.25%, through February 2024 at which point monthly payments will increase to \$10,374, including interest at <i>The Wall Street Journal's</i> prime rate plus 1%, through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,204,816
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,220 beginning February 1, 2020 with an interest rate of 4.875% through February 2025 at which point interest will be based at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2040, when the remaining balance is due in full. The note is collateralized by all business assets associated with the Rumney, New Hampshire program.	299,332
Note payable to Passumpsic Savings Bank, due in monthly installments of \$1,646 beginning February 1, 2020 with an interest rate of 4.875% through February 2025 at which point monthly payments will increase to \$1,742 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2040 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Warren, New Hampshire program.	221,687

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

<p>Note payable to Passumpsic Savings Bank, due in monthly installments of \$4,359 beginning February 1, 2021 with an interest rate of 3.99% through February 2026 at which point monthly payments will increase to \$4,663 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2041 when the remaining balance is due in full. The note is collateralized by all business assets associated with the Plymouth, New Hampshire program.</p>	658,000
<p>Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,058 beginning December 1, 2021 with an interest rate of 3.99% through December 2026 at which point monthly payments will increase to \$2,202 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through November 1, 2041 when the remaining balance is due in full. The note is collateralized by all business assets associated with a Pike, New Hampshire program.</p>	320,725
<p>Note payable to Passumpsic Savings Bank, due in monthly installments of \$4,480 beginning February 1, 2022 with an interest rate of 3.99% through February 2027 at which point monthly payments will increase to \$4,793 at an interest rate at <i>The Wall Street Journal's</i> prime rate plus 1%, through January 1, 2042 when the remaining balance is due in full. The note is collateralized by all business assets associated with a Hampton, New Hampshire program.</p>	702,480
<p>Note payable to Passumpsic Savings Bank, due in monthly installments of \$6,001 beginning February 1, 2022 with an interest rate of 4.99% through May 2038 when the remaining balance is due in full. The note is collateralized by various real estate in Bennington and Newbury, Vermont.</p>	746,674
<p>Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$298 to \$1,530, totaling \$29,717. Interest rates range from 0% to 14.88%. Maturities range from July 2023 through May 2029. The notes are collateralized by vehicles and equipment.</p>	<u>436,537</u>

Total Mount Prospect Academy, Inc.	<u>6,495,333</u>
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Vermont Permanency Initiative, Inc.

<p>Construction note payable to Passumpsic Savings Bank, advance of up to \$1,905,000, due in monthly installments of \$12,572, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.</p>	1,540,914
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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Construction note payable to Passumpsic Savings Bank, advance of up to \$540,000, due in monthly installments of \$3,564, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	44,198
Note payable to Passumpsic Savings Bank, due in monthly installments of \$2,203, including interest at 4.99%, through May 2038, at which time the remaining balance is due in full; collateralized by various real estate in Bennington and Newbury, Vermont.	274,051
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$303 to \$785, totaling \$29,717. Interest rates range from 0% to 6.39%. Maturities range from March 2018 through April 2022. The notes are collateralized by vehicles and equipment.	<u>113,450</u>
Total Vermont Permanency Initiative, Inc.	<u>1,972,613</u>
	8,467,946
Less: Current portion	582,000
Unamortized deferred financing costs	<u>181,239</u>
Long-term debt, net of current portion and unamortized deferred financing costs	<u>\$ 7,704,707</u>

Maturities of long-term debt are as follows:

2024	\$ 582,000
2025	512,000
2026	480,000
2027	460,000
2028	449,000
Thereafter	<u>5,984,946</u>
	<u>\$ 8,467,946</u>

Interest expense charged to operations, including amortization of deferred financing costs of \$17,188, was \$433,832 in 2023. Cash paid for interest approximates interest expense.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

6. ROU Assets and Lease Obligations

The ROU assets - finance and lease obligations - finance, consist of vehicle and equipment leases. The leases call for monthly payments ranging from \$19 to \$6,653 through May 2028. The weighted average discount rate and remaining lease term for the finance lease obligations is 2.42% and 4.71 years, respectively.

The future maturities of the lease obligations - finance, are as follows:

2024	\$	99,181
2025		85,236
2026		85,236
2027		81,743
2028		<u>73,182</u>
		424,578
Less imputed interest		<u>(23,809)</u>
Lease obligations - finance	\$	<u>400,769</u>

The ROU assets - operating and lease obligations - operating consist of building leases. The leases call for monthly payments ranging from \$1,250 to \$9,665 through October 2027. The weighted average discount rate and remaining lease term for the operating lease obligations is 2.88% and 2.84 years, respectively.

The future maturities of the lease obligations - operating are as follows:

2024	\$	295,578
2025		189,881
2026		136,980
2026		50,500
2027		<u>16,000</u>
		688,939
Less imputed interest		<u>(31,811)</u>
Lease obligations - operating	\$	<u>657,128</u>

The following table summarizes the Organization's lease related costs in the combined statements of activities at June 30, 2023:

<u>Lease Costs</u>	<u>Natural Expense Classification</u>	
Finance lease	Finance lease	
Amortization of right of use assets	Depreciation and amortization	\$ 43,623
Interest on lease obligation	Interest expense	3,395
Operating lease	Rental and repairs expense	\$ 498,919

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

Cash paid for amounts included in the measurement of lease obligations approximated the lease costs for operating and finance leases.

7. Commitments and Contingencies

Self-Insurance

Becket Academy, Inc. (Becket), a related entity, has a self-insured healthcare plan (the Plan) in which the Organization participates. The Plan covers substantially all of the Organization's employees. The costs associated with the Plan are initially recorded by Becket and then allocated to the Organization for the year ended June 30, 2023 based on total wages. The Plan has reinsurance coverage to limit the exposure, to all parties participating in the Plan, individually of \$150,000 with an aggregate limit of \$4,459,953 of the expected claims as of June 30, 2023. At June 30, 2023 the Organization had accrued \$506,571 for estimated unpaid claims, which is reported in the Organization's accrued expenses in the combined statement of financial position.

Litigation

The Organization is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future positions or results of operations.

8. Retirement Plans

The Organization provides defined contribution retirement plans for eligible employees. All employees aged 21 or older may begin participation in the plans. Years of service requirements range from one to two years depending on the entity. Plan contributions by participants and the Organization range from 3% to 5% of regular salary. Total employer contributions paid by the Organization totaled \$582,016 in 2023.

The Organization has a top hat deferred compensation plan established under Section 457 of the Code. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. The Organization has cumulatively recorded \$66,390 at June 30, 2023, related to this plan. The related investments are segregated in a separate account, which is reported in the Organization's assets whose use is limited in the combined statement of financial position. The related liability is reported in the Organization's deferred compensation liability in the combined statement of financial position.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

9. Functional Expenses

The costs of providing the programs are summarized on a functional basis as follows for the year ended June 30, 2023:

	<u>Education and Home Life</u>	<u>General Administration</u>	<u>Total</u>
Salaries and wages	\$ 27,897,897	\$ 6,904,485	\$ 34,802,382
Employee benefits	3,896,852	954,546	4,851,398
Payroll taxes	2,114,621	520,867	2,635,488
Transportation and travel	951,556	161,504	1,113,060
Professional services	1,433,170	336,175	1,769,345
Supplies	3,253,134	706,004	3,959,138
Utilities	913,813	226,500	1,140,313
Depreciation and amortization	1,472,662	363,407	1,836,069
Interest	347,627	86,205	433,832
Insurance	497,910	117,779	615,689
Rental and repairs expense	802,250	196,868	999,118
Other	<u>2,356,853</u>	<u>1,032,687</u>	<u>3,389,540</u>
Total	<u>\$ 45,938,345</u>	<u>\$ 11,607,027</u>	<u>\$ 57,545,372</u>

10. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2023, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

11. Related Party Transactions

The Organization has a mutual contract with Becket for services performed in the State of Massachusetts. During 2023, MPA generated \$5,168,952 of revenue from Massachusetts programs under the contract. Revenue was received by Becket and passed through to MPA. As of June 30, 2023, \$141,723 was due from Becket and included in due from related parties in the combined statement of financial position.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Notes to Combined Financial Statements

June 30, 2023

12. COVID-19 and Relief Funding

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors continue to experience disruptions to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support.

The U.S. government responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the Code, including those related to losses, charitable deductions, and business interest.

During 2023, the Organization received funding from various states in which the Organization operates for the purpose of recruitment, retention, or training of direct support workers. For the year ended June 30, 2023, \$995,196 is included in COVID-19 relief funding in the combined statement of activities. The Organization has received \$215,805 in COVID-19 relief funding that is included in COVID funding advances in the combined statement of financial position.

The CARES Act provides an Employee Retention Tax Credit (ERTC), which is a refundable tax credit against certain employment taxes for eligible employers. For 2020, the tax credit is equal to 50% of qualified wages paid to employees during the calendar year, capped at \$10,000 of qualified wages per employee. Additional relief provisions were passed by the U.S. government, which extended and expanded the qualified wage caps on these credits through September 30, 2021. Based on these additional provisions, the tax credit for 2021 is equal to 70% of qualified wages paid to employees during each quarter, and the limit on qualified wages per employee has been increased to \$10,000 of qualified wages per calendar quarter.

Management contracted with a third party to determine their eligibility for the credit. The third party determined that the Organization qualified for the CARES Act ERTC under the government orders test and estimated that they will receive approximately \$12,524,022. Due to clarifying guidance a reserve was recorded for \$3,905,113 as a reduction to revenue and support. For the year ended June 30, 2023, the Organization recognized \$7,929,771 as revenue and support in the combined statement of activities, which is net of professional fees of \$689,138 related to fees paid to the third party. The Organization received partial payments during 2023 totaling \$3,828,042. At June 30, 2023, the Organization includes \$4,790,867 as an ERTC receivable, net in the combined statement of financial position. The credits received could be subject to audit for up to five years from the date of the credit filing. In July 2023, the Organization received payment for a portion of the credits.

13. Subsequent Events

For purposes of the preparation of these combined financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 14, 2023, which is the date that the financial statements were available to be issued.

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Financial Position

June 30, 2023

ASSETS

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Current assets					
Cash and cash equivalents	\$ 16,857,614	\$ 6,708,339	\$ -	\$ -	\$ 23,565,953
Accounts receivable, net	6,806,340	1,944,144	-	-	8,750,484
Employee retention tax credit receivable, net	3,526,101	1,264,766	-	-	4,790,867
Prepaid expenses	<u>538,016</u>	<u>188,125</u>	-	-	<u>726,141</u>
Total current assets	<u>27,728,071</u>	<u>10,105,374</u>	-	-	<u>37,833,445</u>
Property and equipment					
Land and land improvements	2,644,319	1,326,183	-	-	3,970,502
Buildings and building improvements	14,052,870	4,987,027	-	-	19,039,897
Leasehold improvements	2,420,484	36,610	-	-	2,457,094
Vehicles and equipment	2,516,788	1,030,866	-	-	3,547,654
Furniture and fixtures	1,217,260	278,420	48,005	-	1,543,685
	22,851,721	7,659,106	48,005	-	30,558,832
Less accumulated depreciation	<u>9,668,227</u>	<u>2,962,114</u>	<u>3,616</u>	-	<u>12,633,957</u>
Property and equipment, net	<u>13,183,494</u>	<u>4,696,992</u>	<u>44,389</u>	-	<u>17,924,875</u>
Other assets					
Assets whose use is limited	66,390	-	-	-	66,390
Right of use lease assets, net - finance	383,621	15,233	-	-	398,854
Right of use lease assets, net - operating	652,344	10,172	-	-	662,516
Due from related parties	<u>152,735</u>	<u>863,621</u>	-	<u>(874,633)</u>	<u>141,723</u>
Total other assets	<u>1,255,090</u>	<u>889,026</u>	-	<u>(874,633)</u>	<u>1,269,483</u>
Total assets	<u>\$ 42,166,655</u>	<u>\$ 15,691,392</u>	<u>\$ 44,389</u>	<u>\$ (874,633)</u>	<u>\$ 57,027,803</u>

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Financial Position (Concluded)

June 30, 2023

LIABILITIES AND NET ASSETS

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined Total
Current liabilities					
Current portion of long-term debt	\$ 420,000	\$ 162,000	\$ -	\$ -	\$ 582,000
Accounts payable	664,224	81,863	5,728	-	751,815
Accrued expenses	1,422,151	497,070	-	-	1,919,221
COVID-19 funding advances	215,805	-	-	-	215,805
Current portion of lease obligation - finance	85,765	5,174	-	-	90,939
Current portion of lease obligation - operating	271,317	10,172	-	-	281,489
Total current liabilities	3,079,262	756,279	5,728	-	3,841,269
Long-term liabilities					
Long-term debt, net of current portion and unamortized deferred financing costs	5,958,637	1,746,070	-	-	7,704,707
Due to related parties	744,264	114,317	16,052	(874,633)	-
Lease obligations - finance, net of current portion	299,555	10,275	-	-	309,830
Lease obligations - operating, net of current portion	375,639	-	-	-	375,639
Deferred compensation liability	66,390	-	-	-	66,390
Total long-term liabilities	7,444,485	1,870,662	16,052	(874,633)	8,456,566
Total liabilities	10,523,747	2,626,941	21,780	(874,633)	12,297,835
Net assets without donor restrictions	31,642,908	13,064,451	22,609	-	44,729,968
Total liabilities and net assets	\$ 42,166,655	\$ 15,691,392	\$ 44,389	\$ (874,633)	\$ 57,027,803

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Activities

Year Ended June 30, 2023

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Combined - Total
Changes in net assets without donor restrictions					
Revenue and support					
Residential services	17,093,993	8,861,571	-	-	25,955,564
Day services	6,866,911	1,856,019	-	-	8,722,930
Tuition revenue	12,536,000	2,422,312	-	-	14,958,312
Room and board	7,354,718	1,970,244	-	-	9,324,962
Ancillary revenue	3,068,005	-	-	-	3,068,005
Other support	813,802	111,475	-	-	925,277
Total revenue and support	\$ 47,733,429	\$ 15,221,621	\$ -	\$ -	\$ 62,955,050
Other revenue					
State nutrition program	56,197	-	-	-	56,197
Contributions	30,120	24	52,230	-	82,374
COVID-19 relief funding	603,685	391,511	-	-	995,196
Employee retention tax credit, net	5,819,833	2,109,938	-	-	7,929,771
Other revenue	392,616	116,232	24,842	(24,842)	508,848
Total revenue	54,635,880	17,839,326	77,072	(24,842)	72,527,436
Expenses					
Education and home life	34,633,807	11,268,894	35,644	-	45,938,345
General administration	9,407,524	2,205,526	18,819	(24,842)	11,607,027
Total expenses	44,041,331	13,474,420	54,463	(24,842)	57,545,372
(Loss) gain on sale of property and equipment	(16,560)	48,895	-	-	32,335
Change in net assets	10,577,989	4,413,801	22,609	-	15,014,399
Net assets, beginning of year	21,064,919	8,650,650	-	-	29,715,569
Net assets, end of year	\$ 31,642,908	\$ 13,064,451	\$ 22,609	\$ -	\$ 44,729,968

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Functional Expenses

Years Ended June 30, 2023

	Education and Home Life					General Administration					
	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Total Program Expenses	Mount Prospect Academy, Inc.	Vermont Permanency Initiative	New Hampshire Youth Program for Motorsports, LLC	Intercompany Eliminations	Total Supporting Expenses	Total Expenses
Salaries and wages	\$ 20,944,403	\$ 6,953,494	\$ -	\$ -	\$ 27,897,897	\$ 5,582,960	\$ 1,314,155	\$ 7,370	\$ -	\$ 6,904,485	\$ 34,802,382
Employee benefits	2,796,722	1,100,130	-	-	3,896,852	745,497	207,916	1,133	-	954,546	4,851,398
Payroll taxes	1,555,711	558,910	-	-	2,114,621	414,692	105,630	545	-	520,867	2,635,488
Total personnel costs	25,296,836	8,612,534	-	-	33,909,370	6,743,149	1,627,701	9,048	-	8,379,896	42,289,266
Advertising	11,861	2,254	-	-	14,115	3,162	426	-	-	3,588	17,703
Athletic transport and recreation	281,841	47,492	-	-	329,333	-	-	-	-	-	329,333
Auto repairs and leasing	173,442	57,902	-	-	231,344	42,280	10,428	-	-	52,708	284,052
Bad debts, net of recoveries	110,591	8,047	-	-	118,638	-	-	-	-	-	118,638
Consultation	107,315	13,302	-	-	120,617	28,606	2,514	-	-	31,120	151,737
Dues and subscriptions	39,211	1,812	55	-	41,078	10,452	343	-	-	10,795	51,873
Equipment rental and maintenance	110,820	17,187	-	-	128,007	29,540	3,295	-	-	32,835	160,842
Facilities rental expense	74,672	40	5,000	-	79,712	19,905	(40)	-	-	19,865	99,577
Farm	3,190	-	-	-	3,190	-	-	-	-	-	3,190
Supplies	1,003,086	494,531	254	-	1,497,871	267,384	93,463	-	-	360,847	1,858,718
Heating fuel	154,932	66,861	-	-	221,793	41,299	12,636	-	-	53,935	275,728
Home life supplies	231,075	48,703	-	-	279,778	61,596	9,205	180	-	70,981	350,759
Infirmary supplies	61,070	19,709	-	-	80,779	-	-	-	-	-	80,779
Insurance	352,210	126,427	19,273	-	497,910	93,885	23,894	-	-	117,779	615,689
Interest	264,282	83,345	-	-	347,627	70,447	15,752	6	-	86,205	433,832
Management fees	-	-	-	-	-	(56,099)	65,547	-	-	9,448	9,448
Materials and supplies	30,180	4,014	48	-	34,242	8,045	759	-	-	8,804	43,046
Office supplies	844,867	212,515	-	-	1,057,382	225,208	40,164	-	-	265,372	1,322,754
Other	177,275	15,913	184	-	193,372	47,254	3,008	-	-	50,785	244,157
Other occupancy costs	275,065	63,506	-	-	338,571	73,321	12,002	523	-	85,323	423,894
Pension contribution	352,655	113,842	-	-	466,497	94,004	21,515	-	-	115,519	582,016
Professional services	954,366	358,187	-	-	1,312,553	254,397	67,695	7,805	(24,842)	305,055	1,617,608
Real estate taxes	246,433	67,230	-	-	313,663	65,689	12,706	-	-	78,395	392,058
Repair and maintenance	294,200	68,987	-	-	363,187	78,422	13,038	-	-	91,460	454,647
Student clothing and personal items	158,148	37,897	642	-	196,687	472,117	36,660	-	-	508,777	705,464
Student educational supplies	272,610	23,900	6,572	-	303,082	-	-	-	-	303,082	303,082
Teacher training and development	547,025	124,017	-	-	671,042	145,815	23,438	804	-	170,057	841,099
Telephone	219,032	91,585	-	-	310,617	58,386	17,309	-	-	75,695	386,312
Travel	580,225	61,998	-	-	642,223	149,334	11,717	453	-	161,504	783,727
Utilities	319,569	61,834	-	-	381,403	85,164	11,686	-	-	96,870	478,273
Depreciation and amortization	1,105,723	363,323	3,616	-	1,472,662	294,742	68,665	-	-	363,407	1,836,069
Total	\$ 34,633,807	\$ 11,268,894	\$ 35,644	\$ -	\$ 45,938,345	\$ 9,407,524	\$ 2,205,528	\$ 18,819	\$ (24,842)	\$ 11,607,027	\$ 57,545,372

MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Schedule of Private Non-Medical Institution (PNMI) Revenue and Expenses

Year Ended June 30, 2023

	Vermont School for Girls
Revenue	
Vermont Department of Children & Families	\$ 2,895,265
Vermont Department of Mental Health	619,607
Vermont Department of Education	<u>460,664</u>
Total revenue	<u>3,975,536</u>
Expenses	
Salaries and wages (excluding school salaries)	1,647,501
Employee benefits	466,604
Consulting	10,715
Resident care	17,870
Food service	119,766
Supplies	15,845
Property	163,881
Household	43,426
Client transportation	21,231
General and administrative	177,662
School (including school salaries)	<u>963,706</u>
Total allowable expenses	3,648,207
Bad debt expense	<u>1,296</u>
Total expenses	<u>3,649,503</u>
Excess of revenue over expenses	<u><u>\$ 326,033</u></u>



MPA TRUSTEES

June 2024

Jon Bownes

Board Member 5.11.2022

Robert Bannon

Board Member 8.13.2021

Paul Fitzgerald

Board Member 11.3.2021

Charles Wheeler

Board Member 5.11.2022

Ben Cronin

Board Member 5.11.2022

Mike Boyle

Board Member 5/29/2024

OFFICERS

Jeffrey Caron, President 12.24.2002

John Sears, Treasurer 6.21.2021

Jeffrey Park, Secretary January 2019

Jeffrey S. Caron

Professional Experience

President and Executive Director, 2008-Present

Mount Prospect Academy: Plymouth, New Hampshire

- Responsible for admissions and discharge planning for 5 distinct intensive residential programs over northern New Hampshire serving over 250 students annually.
- Design and oversee programs
- Responsible for setting vision and mission
- Development of services to meet the changing needs of youth in the State of New Hampshire
- Curriculum development
- Treatment program development
- Assure compliance with NH-DCYF, NH-DJJS, VT-DCF, MA-DMH, and MA-DCF
- Directly supervise ten director-level employees to ensure a high quality of service

President, 2014 to Present

Vermont Permanency Initiative: Bennington, Vermont

- Responsible for analyzing entire budget and making steps to make program financially viable
- Working with administration and providing leadership through transition
- Initiate academic leadership and improve academic instruction, programming, administrative advocacy, physical plant improvements
- Oversee and implement new Admission Department
- Implement New Administrative Structure
- Oversee transition i.e., Policy, Human Resources, Clinical, Academic, Residential scheduling, maintenance, etc.
- Assure compliance with VT-DMH, VT-DCF, VT-AOE, NH-DHHS, NH-DMH, MA-DCF, RI-DCF, NY-DCF, ME-DCF.
- Directly supervise Executive Directors to ensure a high quality of service
- Develop and maintain high quality of services within the VT S+S community Based Services throughout the state of Vermont.

Executive Director, 2001-2003

Life Centered Learning Institute: Tilton, New Hampshire

- Responsible for day to day operational and functional oversight of the program
- Design and coordinate all academic programming
- Staff development
- Curriculum development
- Framework compliance
- Staff hiring and evaluations

Head of Schools, June 2003-2007

The Becket School: Pike, New Hampshire

- Lead administrative position within the Becket School academic department
- Design and coordinate all academic programming
- Staff development
- Curriculum development
- Framework compliance
- Staff hiring and evaluations

Head of Schools, June 2003-2008

South Becket Alternative School: Bradford, Vermont

- Coordinated the development of a collaborative alternative educational program
- Member of collaborative board for South Becket School
- Responsible for hiring and supervision of academic staff
- Curriculum development
- Assessment of students regarding appropriate placement

Executive Director, 1998-2001

East Haverhill Academy: East Haverhill, New Hampshire

- Responsible for day to day operations and training
- Maintain New Hampshire Facility Licensing and Operational Standards
- Directly manage written criteria for all student admission and discharge
- Directly supervise four department head supervisors
- Responsible for overall performance of over 75 employees
- Oversee and sign all individual treatment plans and court reports
- Coordinate and maintain clinical treatment, special education, medical service for DCYF and NH DOE
- Submitted written request proposal for Transitional Service Program for the State of Vermont
- Coordinate and maintain clinical treatment, special education, medical service for Vermont DCF and VT DOE
- Manage annual operating budget of 3.5 million

Treatment Coordinator, 1996-1998

The Becket School: Pike, New Hampshire

- Designed and implemented Individual Treatment Plans; responsible for 12-18 clients
- Wrote monthly progress reports for 12-18 clients
- Researched and created the clients six month review

Education

Certificate for Advance Graduate Studies. C.A.G.S. 2001

Curriculum Development and Academic Leadership
Plymouth State College: Plymouth, New Hampshire

Master of Education, School Principal, 2001

Plymouth State College: Plymouth, NH

Master of Education, School Counseling 1999
Plymouth State College: Plymouth, NH

Bachelor of the Arts, 1992
Plymouth State College: Plymouth, NH
Major: Psychology

Relevant Experience

- Recipient of the Educator of the Year Award "Eddy" in 2006 for Academic Leadership and Curriculum Development, by the New Hampshire Department of Education.
- President of the Board, Association for Supervision and Curriculum Development 2007
- Honored recipient of the 2007 ASCD National Affiliate of the Year Award
- Conference Director of the New Hampshire Association for Supervision and Curriculum Development 2005-2007
- Representative to the ASCD Board of Directors meeting, San Antonio, Texas
- New Hampshire Private Special Educator Providers Counsel
- Academic Advisory Board for the Educational Excellence, Plymouth State College
- Team Member, New Hampshire Department of Education and Special Education Program Approval Process
- Certified Instructor for Nonviolent Crisis Intervention
- Member of Massachusetts State-Wide Coalition for Juvenile Fire Setter Programs
- Member of New Hampshire Juvenile Fire Setter Coalition
- Member of Phi Delta Kappa International
- Consultant for Choices in Community Support in Central New Hampshire
- Presenter and Speaker, 1999 Child Welfare League of America Conference: Brooklyn, New York
- Host and Speaker, First Annual Twin State Juvenile Fire Setter Conference

JOHN R. FULP, M.ED., C.A.G.S.

john.fulp@mpa.us

QUALIFICATIONS

Twenty plus years of successful education and experience in Educational and Behavioral Mental Health Leadership.

AFFILIATIONS and SKILLS

- Keeping Maine's Children Connected (KMCC)
- Maine Department of Education's: Effective Transition Planning Task Force. (SPDG)
- Maine Administrators of Service for Children with Disabilities (MADSEC)
- New Hampshire Association of Special Education Administrators (NHASEA)
- Maine Parent Federation, Former Board Member

Microsoft Suite (including; Excel, Access, Word, PowerPoint, Outlook, Explorer), CASE E and NHSES/Easy IEP (Special Ed./I.E.P. reporting systems)

CERTIFICATIONS

Educational

NH – 0006, Special Ed. Administrator Certification No. 88760 (Current)
NH – 0003, Principal Certification No. 88760 (Current)
NH – 1900, General Special Ed. Certification No. 88760 (Current)
NH – 1855, Emotional and Behavioral Disabilities Certification No. 88760 (Current)

ME – 010, Superintendent (K-12) Certification No. 417114 (Current)
ME – 030, Special Education Administrator (K-12) Certification No. 417114 (Current)
ME – 040, Building Administrator/Principal (K-12) Certification No. 417114 (Current)
ME – 079, Special Education Consultant (K-12) Certification No. 417114 (Current)
ME – 282, Exceptional Student Ed. (K-8) (7-12) Certification No. 417114 (Current)

FL – Educational Leadership (All Levels) Certification No. 1112791 (Lapsed)
FL – Exceptional Student Ed. (K-12) Certification No. 1112791 (Lapsed)

Professional

Behavioral Health Professional (BHP) – Behavioral Health Sciences Institute (Current)
Safety Care – Quality Behavioral Solutions, QBS (Current)
Therapeutic Crisis Intervention (TCI) – Cornell University (Current)
CPR/AED & First Aid – Red Cross (Current)

EDUCATION

- 1/11-8/15 Certificate of Advanced Graduate Study Program, Ed. Leadership/Special Ed. Administration, Superintendent, University of Southern Maine (Complete)
- 9/06-5/09 Master of Education, Educational Leadership, Plymouth State University (Complete)
- 2/98-12/04 Bachelor Science, Psychology and Law, Plymouth State University (Complete)

EMPLOYMENT

- 8/2018 – present Superintendent and Director of Operations, Mount Prospect Academy Inc.

I founded, developed, and serve as the Superintendent of, Ashuelot Velley Academy in Keene, NH and Squamscott River Academy in North Hampton, NH. I am also the Director of Operations for all of Mount Prospect Academy Inc.'s Residential facilities, leading a team of Executive Directors through all aspects of operations including but, not limited to (Fiscal Optimization, Recruiting, Teaching, Inspiring the team to evolve and grow professionally and personally, Danielson based Teacher and Lesson Evaluation, IDEIA Compliance, I.E.P. writing and case management, Functional Behavioral Analysis, Payroll, Scheduling, Recruitment, Budgeting, Marketing, Student/Faculty Discipline and Support, Arranging Transportation, Coordinating Community Service Initiatives, Professional Development and Training, Curriculum/Program Development, Assessment, and Evaluation, Implementing and maintaining behavioral incentive systems, job placement and acting as an intermediary between sending school districts, state agencies, and the Mount Prospect Academy organization.)

- 7/2016 – 8/2018 Superintendent Special Education Director, Kittery Academy and Portland Kids Academy, Connections for Kids

After starting and developing the schools with other CFK leaders, I dually served as the Superintendent and Special Education Director for the Kittery Academy and Portland Kids Academy, advising on; leadership, special education compliance, curriculum design, documentation, staff and program evaluation, physical plant management, supervision.

- 11/2012 – 8/2018 Director of Education and School Based Services, Connections for Kids, Affiliate of the Becket Family of Services.

I conceived and started Connections for Kids school based services while serving as Head of Schools for Becket, and continue to direct all aspects of operations and future course. Since the inception of our school-based services, we have built behavioral mental health services collaborations with several school districts in Maine and together we have accomplished many individualized successes including; keeping students in district, transitioning students back into district, and teaching children the skills they need to access the general education setting,

Connections for Kids school-based services are State of Maine, Department of Health and Human Services, approved behavioral health services (Section 65, 28, and Outpatient Counseling) designed to give students individualized support within the public school environment. Students that qualify and are enrolled in the school-based services are afforded an extra layer of behavioral and mental health support within their current academic setting, by Clinicians and Behavioral Health Professionals (BHPs), so out of district placement in a specialized school does not need to be considered as quickly.

- 9/2009 – 11/12 Head of Schools, Executive Leadership of the Androscoggin Learning and Transition Center, member of the Becket Family of Services.

The Androscoggin Learning and Transition Center is a not-for-profit 501 (c) 3 alternative school for grades 7-12. We provide individualized education, health, therapeutic and transitional services with the goal of helping students work through the program so that they can graduate or return to their sending school with the confidence, skills and the self-esteem they need to succeed. Our students go on to be successful in college, the military, or in the work force.

Some of my responsibilities included but were not limited to: Recruiting, Teaching, Inspiring the team to evolve and grow professionally and personally, Danielson based Teacher and Lesson Evaluation, IDEIA Compliance, I.E.P. writing and case management, Functional Behavioral Analysis, Payroll, Scheduling, Recruitment, Budgeting, Marketing, Student/Faculty Discipline and Support, Arranging Transportation, Coordinating Community Service Initiatives, Professional Development and Training, Curriculum/Program Development, Assessment, and Evaluation, Implementing and maintaining behavioral incentive systems, job placement and acting as an intermediary between sending school districts, state agencies, and the Becket organization.

9/2006 – 9/2009 Principal/Special Ed. Director/Case Manager, & Teacher, The Life Centered Learning Institute, Alternative Academic and Vocational Program. Becket Family of Services

Overseeing faculty professional development, student affairs and discipline along, with budget and physical plant management.

The Life Centered Learning Institute was also a not-for-profit 501 (c) 3 alternative school for grades 6-12. We provided individual educational, health, therapeutic and transitional services with the goal of helping them work through the program so that they can graduate or return to their sending school with the confidence, skills and self-esteem they need to succeed.

9/2005 – 9/2006

Residential Director, East Haverhill Academy part of the Becket Family of Services. Overseeing the daily operations of the East Haverhill Academy Boys and upstart of Girls residential campuses. Holding community therapeutic group sessions, faculty professional development etc.

8/2004-9/2005

Residential Director, Becket House at Campton part of the Becket Family of Services. Transitioned, into a new facility, developed designed and implemented meaningful and treatment related programming based in community leadership and self-sufficiency.

11/2003- 8/2004

Revenue/Reservations Manager, the Wyndham Garden Hotel – RTP, NC

Customer Service/Reservations/Group Reservations, scheduling airline crew arrivals and departures, staff coordination. Overall emphasis on positively impacting monthly revenue by selling the hotels amenities at the most competitive rate.

4/2002-9/2003

Residential Director, Wreath School/Mount Prospect Academy part of the Becket Family of Services.

Overseeing and coordinating the needs of adolescents and faculty development, as well as physical plant and budgetary management.

REFERENCES

Upon Request

Richard Phelps, LICSW

EDUCATION

September 1989-
May 1991 Springfield College, Springfield, MA
Master of Science, Social Work

September 1982-
May 1986 University of Lowell, Lowell, MA
Bachelor of Arts, Psychology

EXPERIENCE

February 2019-
Present

Mount Prospect Academy Director of Clinical Services

Responsible for clinical oversight of 7 residential treatment programs designed to provide clinical treatment to at risk males and females ranging from 11-21 years of age. Duties include but not limited to:

- Providing trauma informed training and Evidenced Based Trainings for new and existing employees
- Supervision of Master's Level clinical faculty
- Providing licensure supervision for eligible candidates for licensure
- Providing oversight and consultation in support of starting and developing new treatment programs
- Program Design

August 2008-
February 2019

**Mount Prospect Academy, Plymouth NH
Executive Director**

Responsible for providing oversight to two residential treatment milieus as well as an alternative academic setting for at-risk youth referred by the states of NH, MASS and VT. Currently responsible for budget oversight, administrative supervision, program growth, and professional development and mentoring. Also, responsible for facilitating professional growth for clinical department and ongoing supervision of master's level clinicians as well as clinical interns. Additional duties include but not limited to: assessment and treatment planning for at-risk youth, providing training and consultation for residential faculty and other staff, facilitating team meetings for students with the focus on permanency planning, crisis intervention support, and supporting the overall vision of the organization as a member of the senior leadership team. Extensive experience working with the following treatment issues:

- Substance Abuse
- Mental Health/Psychiatric issues
- Conduct and Behavioral Issues
- Substance/Co-Occurring Disorders
- Sexually reactive behaviors
- Trauma informed care

- Learning Disorders
- Developed, Implemented, and provided ongoing supervision of comprehensive short-term assessment program for at risk youth.

Presented or co-presented on the following:

- Trauma Informed Care
- Vicarious Trauma and the importance of Wellness
- Trauma and the impact on Learning
- How to integrate the ARC model of care into residential treatment

July 2005-
August 2008

Clinician

Responsible for providing case management and clinical services for as many as fourteen at risk adolescents. Duties include but not limited to: individual and family therapy, facilitation of group treatment and development of psych social assessments and individual treatment plans.

August 1997- **Lowell Middlesex Academy Charter School, Lowell MA**
June 2005

Teacher/Clinician

Responsible for providing a safe, structured learning environment for at risk, high school age youth. This included development and implementation of curriculum focusing on life skills acquisition. Duties include individual counseling, crisis intervention, peer mediation training, facilitation of educational groups focused on substance use, conflict resolution, teen pregnancy, and personal control; clinical consultant to staff; community networking.

September 1995-
August 1999

Lowell Public Schools, Lowell MA
City and Arts Magnet Schools, Behavior Modification
Center Monitor

Responsible for facilitating a safe, secure learning environment in a public middle school for emotionally disturbed and delinquent students. Duties include: creating behavioral plans with students, peer mediation/conflict resolution, individual and group counseling, crisis intervention, staff education regarding urban issues effecting youth and families and case management including family intervention. In addition, taught standardized testing preparation as content and motivational leader. School representative to the District Attorney's Juvenile Justice Task Force.

August 1990-
August 1995

Massachusetts Department of Social Services, Lowell MA
Social Worker III

Responsible for the ongoing assessment and treatment of families with multiple issues in a child welfare agency. Duties include: case management, crisis intervention, clinical planning, court liaison, client advocacy and community networking. Experience with physical and sexual abuse, neglect, substance abuse and domestic violence. Supervision of MSW intern.

CERTIFICATIONS:

- *Licensed Independent Clinical Social Worker, NH
- *Mediator
- *Batterer Intervention Provider
- *Trauma Focused Cognitive Behavioral Therapist
- *Trained EMDR therapist
- *Past NH Social Work Board Chair on the Board of Mental Health Practice

RACHEL UMBERGER

EXPERIENCE

DECEMBER 2019– CURRENT

EXECUTIVE DIRECTOR, MOUNT PROSPECT ACADEMY AT RUMNEY

Responsible for daily operations of residential, clinical and permanency teams. Also, responsible to maintain program and census and produce positive financial variance of the program. Emphasized trauma-informed training with an eye on sustainability of residential operations.

MAY 2018 – CURRENT

EXECUTIVE DIRECTOR, MOUNT PROSPECT ACADEMY AT PLYMOUTH

Responsible for daily operations of residential, clinical and permanency teams. Also, responsible to maintain program and census and produce positive financial variance of the program. Emphasized trauma-informed training with an eye on sustainability of residential operations.

OCTOBER 2016 – MAY 2018

CLINICAL DIRECTOR, BECKET FAMILY OF SERVICES (CAST)

Responsible for oversight of six person clinical and permanency team with focus on short-term assessment completion for adjudicated adolescent males. Responsible for developing and implementing training to different milieu settings, supervision of direct reports and ensuring quality of all clinically-related documentation.

MAY 2013 – OCTOBER 2016

MILIEU CLINICIAN/CLINICAL COORDINATOR, BECKET FAMILY OF SERVICES (CAST)

Provided clinical services to adjudicated adolescent males. Responsible for completing requisite paperwork relative to cases (treatment plans, psychosocial, case notes). Administered assessments to clients and crafted comprehensive assessment report. Received two awards for outstanding work and dedication to students.

EDUCATION

MAY 2013

CLINICAL MENTAL HEALTH COUNSELING, PLYMOUTH STATE UNIVERSITY

GPA: 3.85, Specializations: Children and Adolescents, GLBTQ+ population. 2012-2013: Chi Sigma Iota, National Counselor Education Honor Society (Advocacy Chair). 2011-present: American Mental Health Counselor Association. 2010-2011, 2016-present: New Hampshire Mental Health Counselor Association. Awarded first Master's level internship at Plymouth State University Counseling and Human Relations Center.

MAY 2007

B.A, UNIVERSITY OF NEW HAMPSHIRE

Major: Women's Studies, History. Minor: Gender Studies. University of New Hampshire President's Commission on the Status of Women "Student of the Year"; University of New Hampshire Undergraduate Research Conference, Award of Excellence, oral session.

SKILLS

- EMDR-trained
- Interpretation of psychological assessments
- Assessment writing
- Valid LCMHC license
- ARC, YLS-CMI trained

ACTIVITIES

2008-2010: CASA (Court Appointed Special Advocate). 2010-2013: member of Conference Planning Committee for Counselor Education and School Psychology Department at Plymouth State University. 2015-2016: Adjunct undergraduate teacher (Interpersonal Conflict Resolution). Yoga. Football.

Ian T. Detamore

Email: Ian.Detamore@mpa.us

Objective: To maintain a safe and therapeutic residential treatment program for students and faculty while promoting growth and skill development.

Education: **M.Ed., School/Community Counseling**, Ohio University. (06/2008)
B.A., Psychology, University of Cincinnati. (12/2005)

Certifications:

- NH Licensed Clinical Mental Health Counselor (LCMHC) #872. (08/2011 - Present)
- National Certified Counselor (NCC) # 266484. (04/2010 - Present)
- Ohio Licensed Professional Counselor (LPC) #C.0700403. (07/2008)
- Trauma Focused- Cognitive Behavioral Therapy. (11/2010 - Present)
- American Heart Association, Healthcare Provider CPR/AED. (11/2010 - Present)
- Therapeutic Crisis Intervention (TCI) Instructor. (05/2014 - Current)
- Eye Movement Desensitization and Reprocessing (EMDR). (05/2016 - Present)

Professional Experience

- Executive Director - Becket Family of Services (MPA). Campton, NH (01/17 - Present)
- Clinical Director - Becket Family of Services. Campton, NH (01/15 - 01/17)
- Director of Operations - Becket Family of Services. Plymouth, NH (07/14 - 01/15)
- Treatment Coordinator - Becket Family of Services. Plymouth, NH (01/11 - 01/15)
- Permanency Specialist - Becket Family of Services. Dover, NH (01/10 - 01/11)
- Community Clinician - Becket Family of Services. Campton, NH (07/08 - 01/10)
- School Counselor, Intern - Meigs Middle School. Pomeroy, OH (02/08 - 06/08)
- School Counselor, Intern - Trimble High School. Glouster, OH (08/07 - 02/08)
- Counselor, Intern - Health Recovery Services, CDCA. Athens, OH (06/07 - 03/08)

Organizational Ability & Skills

- Implementation of agency wide training for 60+ faculty members
- Providing administrative and clinical oversight to residential treatment facilities
- Trained in TBRI, TF-CBT, EMDR & ARC
- Therapeutic Crisis Intervention (TCI) Trainer
- New Hampshire OPLC Clinical Supervisor
- Individual, Group and Family Therapy
- Human Rights & Safety Committee
- Developed and Implemented Mental and Behavioral Health Treatment Pathways
- Trauma Informed Care
- Evidenced Based Practices (TF-CBT, EMDR, CBT, ARC)
- American Sign Language (ASL)
- Critical Thinking, Teaching & Communication

Joseph Patrick Michel

Joe.Michel@becket.org

Education

Plymouth State University, Plymouth, NH- Bachelor of the Arts- Graduated May 2018

Learning the three major components of the criminal justice system that include law enforcement, the courts, and prisons. Understanding what factors led to a crime being committed, by not only examining the offender, but the surrounding circumstances.

Relevant classes including: Criminal Adjudication, Juvenile Delinquency, Law Enforcement Environment, Criminology, Foundations of Sociology and Sociology of the Family.

Dover- Sherborn Regional High School, Dover, MA – 2004-2007

Employment History

Youth Counselor, Becket House of Plymouth 2012-2013

Community Leader, Becket House of Campton, Campton NH 03223. 2013- 2014

Program Manager, Becket House of Campton, Campton NH 03223. 2015-2017

Dean of Students, Mount Prospect Academy, Plymouth NH 03264. 2017-2018

Residential Administrator, Mount Prospect Academy, Campton NH 03223. 2018-2019

Executive Director, Mount Prospect Academy Adventure Therapy, Warren NH 03279. 2019-2023

Executive Director, Mount Prospect Academy Pike and Warren Campus, Pike NH 03780. May 2023- Present

References

John Fulp- Director of Operations Mount Prospect Academy, Plymouth NH

John.Fulp@becket.org, 919-475-4774

Jay Marshall- Head of Schools Mount Prospect Academy, Plymouth NH

Jay.Marshall@becket.org, 603-667-5330

Richard Phelps- Director of Clinical Services Mount Prospect Academy, Plymouth NH

Richard.Phelps@becket.org, 603-261-5265

Christian Wolter

Residential Director – Mount Prospect Academy.

Email: Christian.Wolter@becket.org

Professional Objective: Passionate and motivated professional with a strong leadership background. Promotions from entry level to Director level at Becket Family of Services and sister company Mount Prospect Academy, a non-profit company whose mission is helping struggling adolescents navigate the difficulties of life.

Mount Prospect Academy (03/2019 – present)

Residential Director (5/1/2021 – present)

- Took direct responsibility of the residential leadership and overall financial management of the Hampton cost center.
- Directly manage 35+ staff and support the program as an on-call support 24/7.
- Responsible for hire and retaining all our staff members to maintain proper contract ratios.
- Lead weekly trainings for all staff members to maintain proper compliance and ensure staff are well trained.
- Developed new contracts for the program to support additional children in need of services.
- Work with the Clinical Director to ensure treatment models are effective and student focused.
- Increased the Hampton census to an average of 17.4/month total and an average ERT census to over 9/month.
- Have turned a positive surplus each month in order to invest in programming, building supplies, student activities, staff appreciation, etc.

Director of Talent Acquisition (4/1/2020 – 5/1/2021)

- Transitioned during COVID-19 to support sister company Mount Prospect Academy.
- Increased our hiring numbers by 20% in the first 6-months, despite the COVID-19 pandemic. April 2020 was our best hiring month for the year.
- Reduced our recruiting spend by \$35,000 and used that money to establish a new relationship with a third-party candidate tracking platform at neutral cost.
- Directly manage a team of 6 recruiters responsible for the hiring performance for 500+ employees and 15 programs.

Becket Family of Services (03/2019 – 4/1/2020)

Director of Talent Acquisition (12/1/19 – 4/1/2020)

- Created the structure and led the implementation process of a third-party candidate tracking company for more than 1,400+ employees.
- Directly responsible for recruiting and hiring for all of Becket Family of Services.
- Promoted for the 2nd time in 10 months at the company.

Risk Management Director (07/2019 – 11/30/19)

- Promoted within 5 months to position as Risk Management Director.
- In the first 3 months developed companywide fleet safety policy and GPS tracking program for over 250 vehicles.
- Assume direct responsibility for training our program managers on proper time & attendance management for a 1,400+ workforce, resulting in a 50% reduction of payroll issues each pay cycle.
- Create and analyze monthly operating reports for numerous programs to advise leadership on current YTD performance against 2020 budget.

Direct Support Professional (03/2019 – 07/2019)

- Worked directly with our programs difficult-to-serve clients as a residential counselor to improve and enhance their lives, and routinely volunteered for extra shifts and weekend coverage to keep our program running efficiently.

USI Insurance Services (07/2017 – 03/2019)

Vice President – Employee Benefits

- Youngest hire at the company in my position.
- 2nd highest number of new business meetings on our team with an average of 1.5 meetings a week and 50+ in the year, resulting in 8 finalist meetings compared to an average of less than 1 a week and less than 5 finalists a year.
- Developed an innovative new sales & marketing technique, comprised of sending a package, Legos, and a letter to prospective clients, which led to a 15% success rate, compared to 5% with standard approaches.
- Asked by leadership to mentor struggling or new members of our production team and had my first mentee attain "Peak" status, given to the top salespeople in the organization.

Northeastern D'Amore McKim School of Business (2022) – Masters in Business Administration (GPA 3.79).

University of Michigan (2017) – BA, Economics

- Earned University Honors in 2014 and 2016.
- Selected as Captain of D1 Michigan Men's Lacrosse Team.
- Awarded Student-Athlete Academic Achievement Award from 2015 to 2017.

Hobbies: Fishing, Sports, Coaching, CrossFit, Volunteering, Reading, Exercising, Golfing, Waterskiing

LARA SAFFO

Lara.Saffo@MPA.US

EXPERIENCE

2019 - PRESENT

CHIEF COMPLIANCE OFFICER, MOUNT PROSPECT ACADEMY, INC. AND THE VERMONT PERMANENCY INITIATIVE

Oversees and manages compliance issues within Mount Prospect Academy and the Vermont Permanency Initiative. Ensures that both MPA and VPI are in compliance with various legal and regulatory requirements and that employees are in adherence with internal procedures and policies. Managed CARF accreditation for both organizations.

2009 - 2019

COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

As the chief law enforcement official for Grafton County, directed and managed the prosecutorial office responsible for justice on behalf of the citizens of Grafton County. Sought and obtained funding to start new alternative sentencing programs, including mental health court, restorative justice for juveniles, and adult diversion. Successfully sought the expansion of drug court and the creation of an Alternative Sentencing Department in Grafton County. Specialized in domestic violence and sexual assaults, leading initiatives in both areas. Founding member and prosecution representative of Grafton County's Child Advocacy Center for over a decade. Expanded victim witness assistance to include misdemeanor level courts.

2004 - 2009

ASSISTANT AND DEPUTY COUNTY ATTORNEY, GRAFTON COUNTY, NEW HAMPSHIRE

Initially hired as the Violence Against Woman's Act prosecutor, then promoted to Deputy County Attorney. Responsible for prosecution of felony level crimes and working with over thirty law enforcement agencies on the state and federal level. Networked and collaborated with multiple agencies, including Crisis Support Services.

1999 - 2004

ASSOCIATE ATTORNEY, VAN DORN AND CURTISS, PLLC, ORFORD, NEW HAMPSHIRE

An associate attorney in a boutique law firm specializing in personal injury claims ranging from motor vehicle collisions to torts committed by governmental entities. Civilly represented victims of sexual assault.

EDUCATION

MAY 1992

J.D., Vanderbilt University School of Law
Nashville, Tennessee

Dean's List, Andrew Ewing finalist.
Visiting Semester in Environmental Studies, Vermont Law School
American Jurisprudence Award, Water Law

JUNE 1988V

B.A., Fairfield University

Fairfield, Connecticut

Major in History, Minor in Latin American Caribbean Studies

Semester abroad in Spain

1988 - 1989

VOLUNTEER, JESUIT VOLUNTEER CORP

Phoenix, Arizona.

As a member of the Jesuit Volunteer Corp, full time volunteer at the Chrystal Shelter Against Domestic Violence. Also volunteered at Phoenix's homeless shelter, that served over a thousand people in the winter.

TEACHING EXPERIENCE

2011 – present adjunct faculty member, Plymouth State University, Plymouth, New Hampshire. Past adjunct faculty member, White Mountains Community College. Taught a variety of criminal justice classes, including: Individual and the Law, Introduction to Criminal Justice, Juvenile Justice, Criminal Procedure and Criminal Law.

GRANT WRITING EXPERIENCE

Successfully applied for and received grants totaling over a million dollars for Grafton County, NH. Grants awarded included \$300,000 (three year) from the US Department of Justice to start the Grafton County Mental Health Court, \$450,000 (three year) grant to fund a part time adult sexual assault coordinator and two full time roving advocates for two of Grafton County's three advocacy programs. Part of a team that drafted grants to create an adult sexual assault investigator position for New Hampshire's rural counties as well as to obtain funding to start a Human Trafficking Coalition.

PROTOCOL DRAFTING EXPERIENCE

On the team that wrote New Hampshire's Adult Sexual Assault Protocols and the draft Human Trafficking Protocols. Reviewed and presented on New Hampshire's Child Sexual Assault Protocols.

AWARDS

Everyday Hero Award, Grafton County Child Advocacy Center (2018)
Hall of Fame, NH Coalition Against Domestic and Sexual Violence (2014)
NAMI New Hampshire's System Change Award (2013)
Carole Estes Community Leader Award, Cady, Inc. (2012)
United Way "Live United" Public Sector Leadership Award (2010)
Annual award: The Grafton County Drug Court (2010)
NH County Attorney of the Year (2010)

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: Mount Prospect Academy, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jeff Caron	President	\$ 159,953.00	\$ 360,500.00
John Fulp	Dir of Operations	\$ 135,695.00	\$ 227,548.00
Richard Phelps	Dir of Clinical Services	\$ 62,100.00	\$ 118,965.00
Rachel Umberger	Exec Dir MPA at Ply and Rumn	\$ 139,500.00	\$ 155,000.00
Ian Detamore	Dir of MPA Plymouth	\$ 120,510.00	\$ 133,900.00
Joe Michel	Dir of MPA in Pike & Warren	\$ 101,970.00	\$ 113,300.00
Christian Wolter	Dir MPA in Hampton	\$ 138,600.00	\$ 154,500.00
Lara Saffo	Chief Compliance Officer	\$ 58,497.00	\$ 131,840.00

ARC

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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

December 8, 2023

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Retroactive amendments to existing contracts with the Contractors listed below to continue to provide behavioral health residential treatment services for children, youth and young adults to meet their behavioral health needs by exercising contract renewal options by increasing the total price limitation by \$89,228,148.00 from \$189,715,897.18 to \$278,944,045.18 and extending the completion date from June 30, 2024, to June 30, 2025, effective retroactive to July 1, 2023; upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

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

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease) Request #1	Revised	G&C Approval
Chase Home for Children in Portsmouth, N.H. Portsmouth, NH	159598	Portsmouth, NH	\$4,758,056.00	\$2,399,362.00	\$ 7,157,418.00	O: 8/4/21 Item #15
Devereux Foundation, dba Devereux Advanced Behavioral Health, Massachusetts & Rhode Island (Devereux MA/RI) Rutland, MA	166898	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,980,555.00	(\$482,455.00)	\$6,478,100.00	O: 8/4/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	\$4,290,335.00	\$1,843,428.00	\$6,133,763.00	O: 7/14/21 Item #14
Eoster Seals New Hampshire, Inc. Manchester, NH	177204	Manchester, NH	\$33,870,236.00	\$2,282,662.00	\$35,952,898.00	O: 7/14/21 Item #14

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 5

The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$19,903,207.01	\$1,261,771.00	\$21,164,978.01	O: 7/14/21 Item #14
Nashua Children's Home Nashua, NH	154120	Nashua, NH	\$9,804,960.00	\$8,943,206.00	\$18,748,166.00	O: 7/14/21 Item #14
Orion House, Incorporated Newport, NH	154861	Newport, NH	\$3,190,423.00	\$2,088,218.00	\$5,278,641.00	O: 8/4/21 Item #15 A01: 6/28/2023 Item #43
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	\$11,382,600.17	\$8,201,186.00	\$19,583,786.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	\$50,443,273.00	\$27,298,863.00	\$77,742,136.00	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$11,215,992.00	\$8,318,030.00	\$19,534,022.00	O:10/13/21 Item #38B
Stetson School, Inc. Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$7,280,334.00	\$6,497,460.00	\$13,777,794.00	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$15,885,099.00	\$18,781,753.00	\$34,666,852.00	O: 8/4/21 Item #15
Webster House Manchester, NH	318295	Manchester, NH	\$4,543,650.00	\$531,453.00	\$5,075,103.00	O: 7/14/21 Item #14 A01: 6/28/2023 Item #43
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,387,177.00	\$1,263,211.00	\$7,650,388.00	O: 7/14/21 Item #14
		Total:	\$189,715,897.18	\$89,228,148.00	\$278,944,045.18	

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 5

2) Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend the existing contract with Mount Prospect Academy, Inc. (vendor #168139), Plymouth, NH, to allow the Department to make payments for shelter care services provided, by exercising a contract renewal option, by increasing the price limitation by \$39,200,757 from \$47,176,194 to \$86,376,951, and extending the completion date from June 30, 2024 to June 30, 2025, effective **Retroactive** to January 1, 2023, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client. The original contract was approved by Governor and Council on August 4, 2021, Item #15.

Funds are 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.

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

Depending on the eligibility of the client, funding type is determined at the time of payment, based on individual eligibility through the Division for Behavioral Health, Division for Children, Youth and Families, or other Department of Health and Human Services involved youth. Possible account numbers to be utilized include the below:

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

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

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

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

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

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

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

EXPLANATION

Request #1 is **Retroactive** to align with the July 1, 2023, effective date of the residential treatment rate increases included in Chapter 79, Section 445, Laws of 2023 (i.e., House Bill 2). Additionally the Department needed to complete a rate setting adjustment determination resulting from a two-year review with DHHS Medicaid. The Department was therefore unable to implement the rate increases until completion of the budget process and the rate setting adjustment determination, which was necessary to better align rates with vendors' actual costs.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 5

Request #2 is Retroactive to allow the Department to make payments for shelter care services provided. The Department needed Mount Prospect Academy to continue providing critical short-term residential shelter care services to adolescents in crisis during ongoing negotiations between the Department and Contractor to transition these services to this Residential Treatment Services for Children's Behavioral Health contract. The Department initially entered into negotiations with the Contractor regarding residential daily rates in 2022. Negotiations took longer than expected due to the need for a comprehensive re-examination of the rate setting process conducted by the Department over the last year.

The purpose of this request is to increase funding and extend the completion date for the continued provision of behavioral health services in residential treatment settings to children, youth and young adults who have heightened behavioral health needs that require more intensive treatment than what is offered in their home and community.

Also this request is to add scope to Mount Prospect Academy's contract to include the Short-term Treatment Education and Planning (STEP) program that provides short term treatment to youth who are in need of a brief episode of treatment and a specific focus on discharge planning for a successful return to their home and community. The Department will also compensate the Contractor for costs incurred for the provision of short-term residential shelter care services to adolescents in crisis.

The Contractors will continue to deliver evidence-based and trauma-informed clinical services, as an essential part of the Children's System of Care, to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. As a result of these contracts, the Department has seen a reduced number of placements outside of New England. The Contractors will continue supporting the Department's efforts to provide better long-term outcomes for youth by providing services that are short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act and adherence to RSA 135-F.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor determines whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2025.

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

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

As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the six (6) years available.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 6 of 5

Should the Governor and Executive Council not authorize this request, the Department's ability to ensure adherence to RSA 135-F and implementation of required trauma-informed models and evidence-based models for residential treatment programs, and secure funding through the Family First Prevention Services Act and IV-E would be jeopardized. Furthermore, access to treatment for all youth may be limited, which could impact the quality of services available, increase length of stay and service costs, and limit the ability of youth to return home. Lastly, the Department would need to rely more heavily on placements beyond New England.

Source of Federal Funds: Assistance Listing Number # 93.658, FAIN #'s 2101NHFOST and 2301NHFOST; Assistance Listing Number # 93.558, FAIN #'s 2101NHTANF and 2301NHTANF; Assistance Listing Number # 93.659, FAIN #'s 2101NHADPT and 2301NHADPT; Assistance Listing Number # 93.778, FAIN #'s 2105NH5ADM and 2305NH5ADM.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$ 86,376,951
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, by replacing in its entirety with Exhibit B, Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, by replacing in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated herein.

DS
MC

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

12/13/2023

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Mount Prospect Academy, Inc.

12/13/2023

Date

DocuSigned by:

Jeff Caron

Name: Jeff Caron

Title: President

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

OFFICE OF THE ATTORNEY GENERAL

12/13/2023

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:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Scope of Services

1. Statement of Work

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

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
- 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
- 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
- 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
- 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
- 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
- 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
- 1.8. The Contractor shall ensure residential treatment services:
 - 1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
 - 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;

DS
MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.8.2.3. RSA 126-U;
- 1.8.2.4. RSA 135-F;
- 1.8.2.5. He-C 4001;
- 1.8.2.6. He-C 6350; and
- 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.
 - 1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

the recommended levels and provide a plan for Department review that describes strategies to:

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

1.11.2.2.2. Ensure quality of services is not compromised; and

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

1.11.3. Staff Training and Development

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

1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.

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

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

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

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

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

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

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families.

1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.

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

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

1.12. Collaborative Care

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

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

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

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

1.13. Admissions, Discharges and Transitions

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

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

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

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

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

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

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

1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

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

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

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- because they demonstrate behaviors described in the target population.
- 1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.
- 1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:
- 1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.
- 1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.
- 1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community.
- 1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.
- 1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
- 1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate,

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

DS
NC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or
- 1.13.14.6. The individual's needs fall well outside the program model.
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. **Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and Restraint Use ©, for Department review, including but not limited to the following:
 - 1.14.3.1. Therapeutic Crisis Intervention (TCI).
 - 1.14.3.2. Crisis Prevention Institute (CPI).
 - 1.14.3.3. Professional Crisis Management (PCM).
 - 1.14.3.4. Mandt.
 - 1.14.3.5. Handle with Care.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.14.3.6. Another model approved by the Department.
- 1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.
- 1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.
- 1.15. **Children's System of Care Values**
 - 1.15.1. The Contractor shall provide services that align with the following System of Care values:
 - 1.15.1.1. Youth Voice and Engagement
 - 1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:
 - 1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.
 - 1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.
 - 1.15.1.1.1.3. Using frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.
 - 1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.
 - 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both

DS
K

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

productive and clinically appropriate.

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2: Family Voice and Engagement

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

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

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

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect and parents feels valued and heard.

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

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



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.
- 1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.
- 1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.
- 1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

- 1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:
 - 1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population;
 - 1.16.1.2. Understanding the family's and their community's values and cultures; and
 - 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
- 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
- 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement:

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education.

1.17.1.3. Clinical Medical.

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing;

1.18.1.2. Family-friendly;

1.18.1.3. Provide for normalcy;

1.18.1.4. Approximate community-based settings in as many ways as possible;

1.18.1.5. Safe; and

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services;
- 1.19.5.2. The age and developmental level of the population;
- 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions;
- 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system;
- 1.19.5.5. Previous assessments which have been completed including, but not limited to:
 - 1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.
 - 1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.
 - 1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

1.20. Trauma Informed Care

- 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals.
- 1.20.2. The Contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach, including:
 - 1.20.2.1. Safety;
 - 1.20.2.2. Trustworthiness and Transparency;
 - 1.20.2.3. Peer Support;
 - 1.20.2.4. Collaboration and Mutuality;
 - 1.20.2.5. Empowerment, Voice and Choice; and

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

1.20.2.6. Cultural, Historical, and Gender Issues.

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals whose needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy.

1.21.1.2. Cognitive Behavior Therapy.

1.21.1.3. Dialectic Behavior Therapy.

1.21.1.4. Motivational Interviewing.

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

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

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

1.22. Clinical and Medical Standards

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

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

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.
- 1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.
- 1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.
- 1.22.6. The Contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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

1.24. Medication Procedures

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

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including, but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct.
- 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct.
- 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse.
- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge.
- 1.25.1.7. Reporting and appealing staff grievances.
- 1.25.1.8. Reporting employee injuries.
- 1.25.1.9. Client rights, grievance and appeals policies and procedures.
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing.
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.25.1.12. Procedures related to quality assurance and quality improvement.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized;

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date.

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to the referral source and BCBH.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment; and

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and
 - 1.26.2.1.3. Scheduled work for the upcoming week; and
- 1.26.2.2. Provide a report summarizing the results of the status telephone call.
- 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:
 - 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
 - 1.26.3.2. Ensure the Department is provided with access that includes, but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

DS
MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	MPA at Warren Adventur-Based	Warren, NH	8	N/A
	MPA at Plymouth: Summit Program	Plymouth, NH	4	N/A
	MPA at Rumney: PSB	Rumney, NH	10	N/A
	MPA at Pike: Hall Farm	Pike, NH	8	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term	MPA at: STEP South Program	Hampton	2 temporarily, 4 long term	N/A
	MPA at: STEP North Program	Campton	4	N/A
Level of Care 3, Intensive Treatment, Option C: Assessment Treatment	MPA at Hampton: Cast	Hampton, NH	4	N/A
	MPA at Plymouth Cast	Plymouth, NH	16	N/A
Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute	MPA at Pike: Subacute Blake House and Mitchell House	Pike, NH	8	N/A
Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)	MPA at Hampton: ERT	Hampton, NH	8	N/A
	Mpa at Campton: ERT	Campton, NH	12	N/A

2.4. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment ^{DS}

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

2.4.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.4.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes, but is not limited to:

2.4.2.1. Highly structured treatment on a 24/7 basis.

2.4.2.2. Structured and safe, therapeutic milieu environment.

2.4.2.3. Medication Monitoring and management.

2.4.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.

2.4.2.5. Concentrated individualized treatment.

2.4.2.6. Specialized assessment and treatment services.

2.4.2.7. Community Supports.

2.4.2.8. Access to public school education and/or an approved special education program on site or subcontracted

2.4.2.9. Specialized social services.

2.4.2.10. Behavior management.

2.4.2.11. Recreation.

2.4.2.12. Clinical Services.

2.4.2.13. Family Services.

2.4.2.14. Vocational Training.

2.4.2.15. Medication Monitoring, as clinically indicated.

2.4.2.16. Crisis Intervention.

2.4.3. **Staffing**

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

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

2.4.3.2.1. Direct Care Staff/Milieu:

2.4.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.4.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.4.3.2.2. Clinical Services

2.4.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.4.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.

2.4.3.2.2.3. Clinical Ratio: 1:8

2.4.3.2.2.4. Family Therapist 1:8

2.4.3.2.2.5. Family Worker: 1:8

2.4.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.

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

2.4.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.4.3.2.3. Medical Care:

2.4.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or ^{multiple}

Multiple
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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.4.3.2.3.2. Availability of prescriber or psychiatry on site.

2.4.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.4.4. Supported Visits

2.4.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

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

2.4.5. Educational Services

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

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

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

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

DS
MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 2.4.5.4.1. Transitional Services.
- 2.4.5.4.2. Vocational Services.
- 2.4.5.4.3. Formal Education.
- 2.4.5.4.4. Training Programs.
- 2.4.5.4.5. Independent Living Skills.
- 2.4.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.4.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.4.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.
- 2.4.6. **Transportation**
 - 2.4.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following, but not limited to:
 - 2.4.6.1.1. Court Hearings.
 - 2.4.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.4.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.4.6.1.4. Recreation (clubs, sports, work).
 - 2.4.6.1.5. Family and sibling visits.
 - 2.4.6.1.6. Other as required by the individual's treatment plan.
 - 2.4.6.2. The Contractor shall coordinate or provide such transportation as follows, including, but not limited to:
 - 2.4.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

and appropriate for a parent or guardian to provide such transportation.

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

2.4.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.7.6.3 below.

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

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

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

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

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

2.5. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

2.5.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option C: Assessment Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- residential, clinical, and educational services which youth have access.
- 2.5.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide comprehensive assessment using a multi-disciplinary, self-contained, service delivery approach that includes, but is not limited to:
- 2.5.2.1. Highly structured treatment on a 24/7 basis.
 - 2.5.2.2. Structured and safe, therapeutic milieu environment.
 - 2.5.2.3. Medication Monitoring and management.
 - 2.5.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.5.2.5. Concentrated individualized treatment protocol.
 - 2.5.2.6. Specialized assessment and treatment services.
 - 2.5.2.7. Community Supports.
 - 2.5.2.8. Access to public school education and/or an approved special education program on site or subcontracted.
 - 2.5.2.9. Specialized social services.
 - 2.5.2.10. Behavior management.
 - 2.5.2.11. Recreation.
 - 2.5.2.12. Clinical Services.
 - 2.5.2.13. Family Services.
 - 2.5.2.14. Vocational Training.
 - 2.5.2.15. Medication Monitoring, as clinically indicated.
 - 2.5.2.16. Crisis Intervention.
 - 2.5.2.17. Assessment services based on New Hampshire Administrative Rule He-C 6350.22 Assessment Treatment Program.
- 2.5.3. **Staffing**
- 2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

2.5.3.2.1. Direct Care Staff/Milieu:

2.5.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.5.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.

2.5.3.2.2. Clinical Services

2.5.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.5.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.

2.5.3.2.2.3. Clinical Ratio: 1:8

2.5.3.2.2.4. Family Therapist 1:8

2.5.3.2.2.5. Family Worker: 1:8

2.5.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8

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

2.5.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.5.3.2.3. Medical Care:

2.5.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.5.3.2.3.2. Availability of prescriber or psychiatry on site.

2.5.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.5.4. Supported Visits

2.5.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

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

2.5.5. Educational Services

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

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

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

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



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 2.5.5.4.1. Transitional Services.
- 2.5.5.4.2. Vocational Services.
- 2.5.5.4.3. Formal Education.
- 2.5.5.4.4. Training Programs.
- 2.5.5.4.5. Independent Living Skills.
- 2.5.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.5.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.5.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.5.6. Transportation

- 2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.5.6.1.1. Court Hearings.
 - 2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.5.6.1.4. Recreation (clubs, sports, work).
 - 2.5.6.1.5. Family and sibling visits.
 - 2.5.6.1.6. Other as required by the individual's treatment plan.
- 2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe

MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

and appropriate for a parent or guardian to provide such transportation.

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

2.5.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.8.6.3 below.

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

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

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

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

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

2.6. **Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term (also referred to as: Short-term Treatment Education and Planning (STEP))**

2.6.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Short Term for individuals who have been adjudicated, abused or neglected, delinquent, and/or

MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access. The Contractor shall ensure:

- 2.6.1.1. The STEP programs only accept referrals from NH DHHS or a DHHS contractor.
- 2.6.1.2. The STEP program beds are for the exclusive use of NH DHHS or a DHHS contractor.
- 2.6.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.6.2.1. Short Term 30 day program with extensions of up to 60 days.
 - 2.6.2.2. Emergency Admission 24 hours a day 7 days a week including holidays.
 - 2.6.2.3. Highly structured treatment on a 24/7 basis.
 - 2.6.2.4. Structured and safe, therapeutic milieu environment.
 - 2.6.2.5. Medication Monitoring and management.
 - 2.6.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.6.2.7. Concentrated individualized treatment protocol.
 - 2.6.2.8. Specialized assessment and treatment services.
 - 2.6.2.9. Community Supports.
 - 2.6.2.10. Access to public school education and/or an approved special education program on site or subcontracted.
 - 2.6.2.11. Specialized social services.
 - 2.6.2.12. Behavior management.
 - 2.6.2.13. Recreation.
 - 2.6.2.14. Clinical Services.
 - 2.6.2.15. Family Services.
 - 2.6.2.16. Vocational Training.
 - 2.6.2.17. Medication Monitoring, as clinically indicated.
 - 2.6.2.18. Crisis Intervention.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

2.6.2.19. Regular occurrence of transition meetings at a minimum weekly.

2.6.3. Staffing

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

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

2.6.3.2.1. Direct Care Staff/Milieu:

2.6.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.

2.6.3.2.2. Clinical Services

2.6.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.

2.6.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.

2.6.3.2.2.3. Clinical Ratio: 1:8

2.6.3.2.2.4. Family Therapist 1:8

2.6.3.2.2.5. Family Worker: 1:8

2.6.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8

2.6.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

family worker as well as primary clinician.

2.6.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.6.3.2.3. Medical Care:

2.6.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.

2.6.3.2.3.2. Availability of prescriber or psychiatry on site.

2.6.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.6.4. Supported Visits

2.6.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

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

2.6.5. Educational Services

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

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

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 2.6.5.3. The Contractor shall provide onsite or subcontracting with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education
- 2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following, but not limited to:
 - 2.6.5.4.1. Transitional Services.
 - 2.6.5.4.2. Vocational Services.
 - 2.6.5.4.3. Formal Education.
 - 2.6.5.4.4. Training Programs.
 - 2.6.5.4.5. Independent Living Skills.
- 2.6.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.6.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.6.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

- 2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following, but not limited to:
 - 2.6.6.1.1. Court Hearings.
 - 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.6.6.1.4. Recreation (clubs, sports, work).

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 2.6.6.1.5. Family and sibling visits.
- 2.6.6.1.6. Other as required by the individual's treatment plan.
- 2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including, but not limited to:
 - 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.8.6.3 below.
- 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations;
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order;
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable; and
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.6.7. Short Term Intensive Admission Denial Process

2.6.7.1. In addition to complying with Sections 1.13. and 2.6.2.2., the Contractor shall meet with the Department to review circumstances of the denial within one (1) business day. The Contractor shall:

2.6.7.1.1. Demonstrate to the Department compliance with the terms of admission and denial;

2.6.7.1.2. Consider any additional information provided by the Department in order to reconsider the determination of prior denial; and

2.6.7.1.3. Meet with the Department monthly to review any denials or notices of emergency and unplanned discharges.

2.6.8. Short Term Intensive Discharge Exception

2.6.8.1. Prior to providing a notice of discharge the contractor must:

2.6.8.1.1. Engage the department's referral source in discussion around the concerns.

2.6.8.1.2. Provide the interventions which have promoted the concerns.

2.6.8.1.3. Work with the department to develop a potential plan for support the youth.

2.6.8.2. The Contractor may provide the Department a notice of discharge if the youth exceeds the ability of the program per 1.13.15.

2.6.8.2.1. The notice of discharge shall initiate the removal of the youth from the program within 7 days it does not warrant an emergency.

2.6.8.2.2. In the case of an emergency the contractor may issue a notice of 48 hours if during the workweek and 72 hours if during the weekends or holidays.

2.6.8.2.2.1. If the 48-hour or 72-hour notice falls after hours on a Friday or over the weekend, it shall not

MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

be in effect until the next business day.

2.6.8.2.2.2. An emergency discharge includes:

2.6.8.2.2.2.1. The youth has exhibited a significant and immediate danger to youth, staff or themselves.

2.6.8.2.2.2.2. The youth has caused serious bodily injury to themselves, other youth or staff and there is a reasonable expectation that without external intervention it will occur again.

2.6.8.2.2.2.3. The youth has had a serious medical event or diagnoses which cannot be met in the program and exceeds their medical services.

2.6.8.3. In the discharge notice, the Contractor shall provide:

2.6.8.3.1. The events which led up to the notice;

2.6.8.3.2. A comprehensive list of specific interventions which were attempted, including the actions taken by the Contractor or others to mitigate the concerns; and

2.6.8.3.3. An opportunity to meet immediately and review the notice with the Department.

2.7. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Acute

2.7.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute to individuals who are experiencing behavioral and emotional difficulties and symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

2.7.1.1. Stabilize and treat the acute symptoms;

2.7.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment;

2.7.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or

2.7.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.7.2. The Contractor shall provide services to individuals at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short-term stay of approximately two (2) weeks or long-term stay of up to three (3) months or longer based on need, in an intensive, onsite acute residential unit, which provides a self-contained service delivery approach with:

2.7.2.1. Simulated everyday community living in a safe, therapeutic environment.

2.7.2.2. A family-centered focus that is reflected in the program's milieu.

2.7.2.3. Highly structured treatment on a 24/7 basis.

2.7.2.4. Structured and safe, therapeutic milieu environment.

2.7.2.5. Medication Monitoring and management.

2.7.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.

2.7.2.7. Concentrated individualized treatment protocol.

2.7.2.8. Specialized assessment and treatment services.

2.7.2.9. Community Supports.

2.7.2.10. Access to public school education and/or an approved special education program on site or subcontracted.

2.7.2.11. Specialized social services.

2.7.2.12. Behavior management.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 2.7.2.13. Recreation.
- 2.7.2.14. Clinical Services.
- 2.7.2.15. Family Services.
- 2.7.2.16. Vocational Training.
- 2.7.2.17. Medication Monitoring, as clinically indicated.
- 2.7.2.18. Crisis Intervention.

2.7.3. Staffing

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

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

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.7.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and may float on campus or within building.

2.7.3.2.2. Clinical Services

2.7.3.2.2.1. Access to clinical 24/7 and may be telephonic or face-to-face depending on clinical need.

2.7.3.2.2.2. Clinical ratio: 1:6

2.7.3.2.2.3. Family Therapist 1:6

2.7.3.2.2.4. Family Worker: 1:8

2.7.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.7.3.2.2.6. A lower ratio must be used if the clinician is fulfilling multiple

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

roles i.e. Family therapy and family worker as well as primary clinician.

2.7.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.7.3.2.3. Medical Care:

2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.7.3.2.3.2. Availability of prescriber/psychiatry on site.

2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

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

2.7.5. Educational Services

2.7.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

approved by the State of New Hampshire Department of Education.

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

2.7.5.3.1. Transitional Services.

2.7.5.3.2. Vocational Services.

2.7.5.3.3. Formal Education.

2.7.5.3.4. Training Programs.

2.7.5.3.5. Independent Living Skills.

2.7.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

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

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

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

HC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

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

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

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

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

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

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

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

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

2.8. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced

MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Residential Treatment (ERT)

2.8.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option D: Enhanced Residential Treatment (ERT) to individuals who may not have a clinical diagnosis, and who may have demonstrated behaviors which have been considered dangerous and are often not amendable to treatment to:

- 2.8.1.1. Stabilize and treat the acute symptoms,
- 2.8.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,
- 2.8.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or
- 2.8.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.

2.8.2. The Contractor shall provide services to children, youths and young adults in this type of treatment setting twenty-four (24) hours per day, seven (7) days a week, for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.8.2.1. Highly structured treatment on a 24/7 basis.
- 2.8.2.2. Structured and safe, therapeutic milieu environment.
- 2.8.2.3. Medication Monitoring and management.
- 2.8.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.8.2.5. Concentrated individualized treatment protocol.
- 2.8.2.6. Specialized assessment and treatment services.
- 2.8.2.7. Community Supports.
- 2.8.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.8.2.9. Specialized social services.
- 2.8.2.10. Behavior management.
- 2.8.2.11. Recreation.
- 2.8.2.12. Clinical Services.
- 2.8.2.13. Family Services.
- 2.8.2.14. Vocational Training.

DS
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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

2.8.2.15. Medication Monitoring, as clinically indicated.

2.8.3. Staffing

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

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

2.8.3.2.1. Direct Care Staff/Milieu:

2.8.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.8.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.

2.8.3.2.2. Clinical Services

2.8.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face (depending on clinical need)

2.8.3.2.2.2. Clinical ratio: 1:6.

2.8.3.2.2.3. Family Therapist 1:6.

2.8.3.2.2.4. Family Worker: 1:8.

2.8.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

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

2.8.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.8.3.2.3. Medical Care:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

2.8.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.8.3.2.3.2. Availability of prescriber/psychiatry on site:

2.8.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.8.4. Supported Visits

2.8.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

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

2.8.5. Educational Services

2.8.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their multidisciplinary team and sending school district, when applicable.

2.8.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:

2.8.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education;

2.8.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual; and

2.8.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

2.8.5.3.1. Transitional Services.

2.8.5.3.2. Vocational Services.

2.8.5.3.3. Formal Education.

2.8.5.3.4. Training Programs.

2.8.5.3.5. Independent Living Skills.

2.8.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.8.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.8.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.8.6. Transportation

2.8.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following, but not limited to:

2.8.6.1.1. Court Hearings.

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

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

2.8.6.1.4. Recreation (clubs, sports, work).

2.8.6.1.5. Family and sibling visits.

2.8.6.1.6. Other as required by the individual's treatment plan.

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

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

3. Specific Residential Treatment Program Requirements

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

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.
- 3.1.2. If there are multiple programs in one residence which have combined or shared staffing, the total number of the staff/child ratio must be the lowest ratio allowed of the programs that would be sharing staff in order to not compromise the staffing in any of the programs.
- 3.1.3. If there is a required second staff, but they are not required as part of the ratio due to having a small number of children in the program, the required second staff may float and may be used in ratio at another program in the same building.
 - 3.1.3.1. This staff person must be in the residence, on the same floor, as long as there is appropriate ratios maintained at all programs.
 - 3.1.3.2. In times of crisis, ratios must be maintained which may include administrative/leadership or other individuals, who are not typically part of the ratio, to supervise.

3.2. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.2.1. MPA at Warren: Adventure Based

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant ^{DS})

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

		program manager)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.2.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but not limited to:

MS

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 3.2.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.2.1.2.2. Aggressive behavior.
- 3.2.1.2.3. Fire Setting.
- 3.2.1.2.4. Problematic Sexual Behavior.
- 3.2.1.2.5. Highly Aggressive Behavior.

3.2.2. MPA at Pike: Hall Farm

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6; 6 FTE
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

		Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.8 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.2.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.2.2.2.1. Intellectual and Developmental Disability (IDD).
- 3.2.2.2.2. Aggressive behavior.
- 3.2.2.2.3. Fire Setting.
- 3.2.2.2.4. Problematic Sexual Behavior.
- 3.2.2.2.5. Highly Aggressive Behavior.

3.2.3. MPA at Rumney: Problem Sexual Behavior

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved
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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

		Variation
Direct Care 1st shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4 (including awake overnight supervisor)
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a	

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

	specific position/personnel was not required or as a ratio
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3.2.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.2.3.2.1. Intellectual and Developmental Disability (IDD).

3.2.3.2.2. Aggressive behavior.

3.2.3.2.3. Fire Setting.

3.2.3.2.4. Problematic Sexual Behavior.

3.2.3.2.5. Highly Aggressive Behavior.

3.2.4. MPA at Plymouth- Summit

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program manager (in ratio)
Direct Care 2nd shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program manager (in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff	1:4 Ratio includes Awake

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

	available for programs	Overnight Supervisor
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Worker
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.1 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.2.4.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.2.4.2.1. Intellectual and Developmental Disability (IDD).

3.2.4.2.2. Aggressive behavior.

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MC

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1

3.2.4.2.3. Fire Setting.

3.2.4.2.4. Problematic Sexual Behavior.

3.2.4.2.5. Highly Aggressive Behavior.

3.3. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term

3.3.1. MPA at: STEP South Program

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 (Youth Counselors) The Community Leader or Residential Program Leadership may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit. Otherwise youth are in educational setting.
Direct Care 2nd shift	Milieu 1:3	1:2 (Youth Counselors) The Community Leader or a Residential Program Leadership may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit.
Direct Care Overnight	Awake overnight; 1:6, minimum 2 staff available for programs	1:4 ratio, 2 staff minimum in the building.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Clinical Ratio	1:8	1:8
Family Worker	1:8	1:6 Permanency Worker
Family Therapist	1:8	Not allocated
Transportation	Not Required	Shared across the agency
Case Manager	1:8 or see Family Worker	See Family Worker/Permanency Worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Allocated without ratio, will be provided if clinically indicated.
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist		Consulting Prescriber or Psychiatrist shared with MPA

3.3.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.3.1.2.1. Intellectual and Developmental Disability (IDD).

3.3.1.2.2. Aggressive behavior.

3.3.1.2.3. Fire Setting.

3.3.1.2.4. Problematic Sexual Behavior.

3.3.1.2.5. Highly Aggressive Behavior.

3.3.2. MPA at: STEP North Program

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 (Youth Counselors) The Community Leader or Residential Program Leadership

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

		may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit. Otherwise youth are in educational setting.
Direct Care 2nd shift	<u>Milieu 1:3</u>	1:2 (Youth Counselors) The Community Leader or a Residential Program Leadership may be in ratio and shared with other programs if co-located. The Community Leader is not intended to be the only staff on the unit.
Direct Care Overnight	<u>Awake overnight: 1:6, minimum 2 staff available for programs</u>	1:4 ratio, 2 staff minimum in the building.
Clinical Ratio	<u>1:8</u>	1:8
Family Worker	<u>1:8</u>	1:6 Permanency Worker
Family Therapist	<u>1:8</u>	Not allocated
Transportation	<u>Not Required</u>	Shared across the agency
Case Manager	<u>1:8 or see Family Worker</u>	See Family Worker/Permanency Worker
Board certified behavioral analyst (BCBA)	<u>1:10 (Depends on population)</u>	Allocated without ratio, will be provided if clinically indicated.
Nursing Staff	<u>24/7, available, and shall be onsite regularly</u>	Shared with MPA programs
Psychiatrist		Consulting Prescriber or Psychiatrist shared

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

	with MPA
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3.3.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.3.2.2.1. Intellectual and Developmental Disability (IDD).
- 3.3.2.2.2. Aggressive behavior.
- 3.3.2.2.3. Fire Setting.
- 3.3.2.2.4. Problematic Sexual Behavior.
- 3.3.2.2.5. Highly Aggressive Behavior.

3.4. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

3.4.1. MPA at Hampton, CAST

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care 2nd shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared

DS
MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.1 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.4.1.2.2. Aggressive behavior.
- 3.4.1.2.3. Fire Setting.
- 3.4.1.2.4. Problematic Sexual Behavior.
- 3.4.1.2.5. Highly Aggressive Behavior.

3.4.2. MPA at Plymouth CAST

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

Title Position	Section 2	Ratio ^{DS}
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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

	Staffing Requirements	Department Approved Variation
Direct Care 1st shift	Milieu 1:3	3:8 (includes youth counselor and community leader in ratio)
Direct Care 2nd shift	Milieu 1:3	3:8 (includes youth counselor and community leader in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6 (includes awake overnight supervisor in ratio)
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.4.2.2.1. Intellectual and Developmental Disability (IDD).
- 3.4.2.2.2. Aggressive behavior.
- 3.4.2.2.3. Fire Setting.
- 3.4.2.2.4. Problematic Sexual Behavior.
- 3.4.2.2.5. Highly Aggressive Behavior.

3.5. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

3.5.1. MPA at Pike: Sub Acute

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager)
Direct Care 2nd shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant _{os})

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

		Program Manager)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:3 (2 in each house; Awake overnight supervisor included in the ratio)
Clinical Ratio	1:6	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1.2 FTE
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

DS
MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

3.5.1.2.1. Intellectual and Developmental Disability (IDD).

3.5.1.2.2. Aggressive behavior.

3.5.1.2.3. Fire Setting.

3.5.1.2.4. Problematic Sexual Behavior.

3.5.1.2.5. Highly Aggressive Behavior.

3.6. **Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)**

3.6.1. **MPA at Campton: Enhanced Residential Treatment (ERT)**

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:5 (Awake Overnight Supervisor included in the ratio)
Clinical Ratio	1:6	1:6
Family Worker	1:8	1:8 Permanency Coordinator ^{DS}

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	Available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio.	

3.6.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.6.1.2.2. Aggressive behavior.
- 3.6.1.2.3. Fire Setting.
- 3.6.1.2.4. Problematic Sexual Behavior.
- 3.6.1.2.5. Highly Aggressive Behavior.

3.7. **Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)**

3.7.1. **MPA at Hampton: Enhanced Residential Treatment (ERT)** ^{DS}

SC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor and community leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:2	1:2 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:4
Clinical Ratio	1:6	1:6 (includes clinicians and Clinical Director in ratio)
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Prescriber or Psychiatrist shared with MPA

DS


New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1

Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.7.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes; but is not limited to:

- 3.7.1.2.1. Intellectual and Developmental Disability (IDD).
- 3.7.1.2.2. Aggressive behavior.
- 3.7.1.2.3. Fire Setting.
- 3.7.1.2.4. Problematic Sexual Behavior.
- 3.7.1.2.5. Highly Aggressive Behavior.

4. Exhibits Incorporated

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

5. Reporting Requirements

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

DS
SC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook this shall also be explained in the analysis.
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis. This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.
Number of children currently placed in the program at the time of the quarterly report.
Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.
Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.

DS
M

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

5.2. The Contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 5.1.

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be filled/operational).

5.3.1.4. Additional occupancy data points requested.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes, but is not limited to:

5.4.1. Incidents of RSA 126-U:10.

DS
SC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 5.4.2. New Hampshire Programs Monthly total of all children during residential time, regardless of referral source.
- 5.4.3. Total number of restraints.
- 5.4.4. Total number of seclusions.
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department, which shall include, but is not limited to incident reports of:
 - 5.5.1. Restraint;
 - 5.5.2. Seclusion;
 - 5.5.3. Serious injury both including and not including restraint and seclusion; and
 - 5.5.4. Suicide attempt.
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

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

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child

DS
JC

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1

Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stake holders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families, by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment;
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements;
- 6.2.1.3. Reduced use of emergency departments and other physical health services;
- 6.2.1.4. Reduced use of out of district placement for school;
- 6.2.1.5. Increased school attendance and attainment; and
- 6.2.1.6. Increased employment for caregivers.

DS
MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including, but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
 - 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
 - 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
 - 6.2.2.10. Adjusting program delivery.
 - 6.2.2.11. Focusing on a range of performance topics that include, but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals, and their families, as this is a critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.

DS
MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

- 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
- 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level need to achieve treatment goals so children can quickly return to home and community settings.
- 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to

MC

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.

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

6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

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

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidance.

7.3.3.4. Posters.

7.3.3.5. Reports.

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

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

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

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

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books,

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B, Amendment #1**

records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.1.4. Medical records on each individual of services.

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

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
 - 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
 - 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
 - 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
 - 1.5. General Funds
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



- 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds
- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds
- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 4.1.1., 4.1.2., and 4.1.3. These per diem rates are set for the timeframe indicated in the referenced sections. Rates may be reviewed every year to consider rate adjustments.

4.1.1. Effective upon G&C approval through June 30, 2023

Program - Adventure Therapy	
Residential for IEP eligible youth per day	\$514.46
Residential Non-IEP eligible youth per day	\$514.46
Program - Plymouth CAST	
Residential for IEP eligible youth per day	\$451.22
Residential Non-IEP eligible youth per day	\$451.22
Program - Hall Farm	
Residential for IEP eligible youth per day	\$478.77
Residential Non-IEP eligible youth per day	\$478.77
Program - Hampton CAST	
Residential for IEP eligible youth per day	\$626.46
Residential Non-IEP eligible youth per day	\$626.46
Program - Rumney	
Residential for IEP eligible youth per day	\$563.07
Residential Non-IEP eligible youth per day	\$563.07
Program - Summit Program	

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



Residential for IEP eligible youth per day	\$498.88
Residential Non-IEP eligible youth per day	\$498.88
Program - ERT at Campton	
Residential for IEP eligible youth per day	\$635.51
Residential Non-IEP eligible youth per day	\$635.51
Program - ERT at Hampton	
Residential for IEP eligible youth per day	\$819.20
Residential Non-IEP eligible youth per day	\$819.20
Program - Sub Acute	
Residential for IEP eligible youth per day	\$880.18
Residential Non-IEP eligible youth per day	\$880.18

4.1.2. Effective July 1, 2023 to June 30, 2025.

Program - Adventure Therapy	
Residential for IEP eligible youth per day	\$598.00
Residential Non-IEP eligible youth per day	\$598.00
Program - Plymouth CAST	
Residential for IEP eligible youth per day	\$483.10
Residential Non-IEP eligible youth per day	\$483.10
Program - Hall Farm	
Residential for IEP eligible youth per day	\$581.77
Residential Non-IEP eligible youth per day	\$581.77
Program - Hampton CAST	
Residential for IEP eligible youth per day	\$714.57
Residential Non-IEP eligible youth per day	\$714.57
Program - Rumney	
Residential for IEP eligible youth per day	\$661.01
Residential Non-IEP eligible youth per day	\$661.01
Program - Summit Program	
Residential for IEP eligible youth per day	\$855.55
Residential Non-IEP eligible youth per day	\$855.55
Program - ERT at Campton	
Residential for IEP eligible youth per day	\$807.69
Residential Non-IEP eligible youth per day	\$807.69
Program - ERT at Hampton	
Residential for IEP eligible youth per day	\$872.58
Residential Non-IEP eligible youth per day	\$872.58
Program - Sub Acute	
Residential for IEP eligible youth per day	\$913.34

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



Residential Non-IEP eligible youth per day	\$913.34
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4.1.3. Effective upon Amendment #1 G&C approval to June 30, 2025.

Program - STEP	
Residential for IEP eligible youth per day – DHHS Reserved Beds	\$355.92
Residential Non-IEP eligible youth per day – DHHS Reserved Beds	\$355.92
Residential for IEP eligible youth per day	\$1,423.69
Residential Non-IEP eligible youth per day	\$1,423.69

4.1.3.1. Guaranteed payment for a cumulative total of six (6) beds, per day, with a price differential between filled and Reserved Beds.

4.1.4. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

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

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the Medicaid eligible services provided.

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

1. The first part of the document is a list of names.

2. The second part is a list of dates.

3. The third part is a list of locations.

4. The fourth part is a list of events.

5. The fifth part is a list of people.

6. The sixth part is a list of organizations.

7. The seventh part is a list of activities.

8. The eighth part is a list of places.

9. The ninth part is a list of times.

10. The tenth part is a list of subjects.

11. The eleventh part is a list of topics.

12. The twelfth part is a list of items.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



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

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

- 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
 - 4.5.1. Sub-total: \$84,815,500.00
 - 4.5.2. SFY 22: \$15,725,398.00
 - 4.5.3. SFY 23: \$15,725,398.00
 - 4.5.4. SFY 24: \$26,097,664.00
 - 4.5.5. SFY 25: \$27,267,040.00
- 5. Reserved Beds Invoicing for Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term (also referred to as: Short-term Treatment Education and Planning (STEP))
 - 5.1. The Contractor shall submit invoices for reserved beds at North House and South House held for the purpose of STEP services as specified in Exhibit B, Scope of Services, Subsection 2.6., to the Department in a format approved by the Department. The Contractor shall ensure invoices include the following:
 - 5.1.1. Data for each house that includes:
 - 5.1.1.1. Daily census for NH DHHS youth;
 - 5.1.1.2. Number of acceptances;
 - 5.1.1.3. Number of denials per day with explanation;
 - 5.1.1.4. Number of staff on each shift;
 - 5.1.1.5. Role of each staff member and identification if that staff member's role is primary in another program; and
 - 5.1.1.6. Number of staff vacancies.
 - 5.1.2. Supporting documentation to account for the expenditure of funds for reserved beds that were used in the previous month along with supporting documentation and narrative that includes:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



- 5.1.2.1. Operational costs;
 - 5.1.2.2. Recruitment;
 - 5.1.2.3. Overtime in the program to fill shifts;
 - 5.1.2.4. Retention of current employees; and
 - 5.1.2.5. Other activities which support efforts to operate the program to become and maintain being fully staffed.
- 5.2. The Department may require additional data points or documentation in order to assure fiscal integrity of the funds.
- 5.3. If funds for reserved beds are not used to support the program as referenced in Paragraph 5.1.2. above, the Department may, at its discretion, recoup the payment for reserved beds.
6. Maximum allotment for Shelter Care services for Department funded expenditures by fiscal year is as follows:
- 6.1. SFY 2023 (January 1, 2023 through June 30, 2023): \$461,451.
 - 6.2. SFY 2024 (July 1, 2023 through December 31, 2023): \$1,100,000.
7. 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.
8. Audits
- 8.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to 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,

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C, Amendment #1**



Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

DS
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JUL 21 '21 PM 4:01 RCUD

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Lori A. Shilbette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-3964 www.dhhs.nh.gov

July 21, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$76,080,859.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
Devereux Foundation Rutland, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,320,185.00	2,320,185.00	2,320,185.00	6,960,555.00
Mount Prospect Academy Plymouth, NH (VC# TBD)	Plymouth, NH	15,726,398.00	15,725,398.00	15,725,398.00	47,178,194.00

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 4

Orion House Newport, NH (VC# TBD)	Newport, NH	433,685.00	433,685.00	433,685.00	1,301,055.00
Vermont Permanency Initiative Orford, NH (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	5,295,033.00	5,295,033.00	5,295,033.00	15,885,099.00
Total:		\$25,433,773.00	\$25,323,593.00	\$25,323,593.00	\$79,080,859.00

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

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 4

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

EXPLANATION

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

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

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

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

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

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

Areas served: Statewide.

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-OBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	63
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewer Name and Title

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



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Childrens Home	Dover	81
3	Home for Little Wanderers	Unity House	79
4	Home for Little Wanderers	Keene House	78
5	Monitor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Ann's Home, Inc.	St. Ann's	85
10	Webster House	Webster	79

Scoring Key and Ties

- 1 Mogen Shahan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Dutton, Administrator, DCYF
- 4 Tarja Oosthuizen, Business Administrator, Finance



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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-004-12-RES-10		
LEVEL OF CARE	Level 4		
	Proposal Name	Option/Process	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Plus	89
3	Mount Prospect Academy, Inc.	Option D ERT Campdon	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	89
5	St. Ann's Home, Inc.	Option B CBAT	81
6	St. Ann's Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	85
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	89

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adele Bauman, Administrator, CBH
- 3 Erica Ungaroli, Director for CBH
- 4 Rebecca Proetto, Administrator, DOE
- 5 Yanki Geddeson, Business Administrator, Finance
- 6 Elizabeth Lefyrbain, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

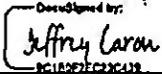
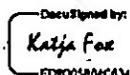
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mount Prospect Academy, Inc.		1.4 Contractor Address 350 Main Street, Plymouth, NH 03264	
1.5 Contractor Phone Number (603) 359-5951	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8. Price Limitation \$47,176,194.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 7/21/2021		1.12 Name and Title of Contractor Signatory Jeffrey Caron President	
1.13 State Agency Signature  Date: 7/21/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 7/21/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 7/21/2021

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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions:

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

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

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

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

1.3. Paragraph 9, Termination, is amended by modifying subparagraph 9.1. to read:

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. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by a minimum of 90 day written notice to the State that the Contractor is exercising its option to terminate the Agreement. Notwithstanding the foregoing, the Parties agree that the contract will not terminate until such time as all children have been successfully transitioned. Because this Agreement covers multiple programs, it is understood that the Contractor may terminate on a program specific basis.

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

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

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

1.11.3. Staff Training and Development

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

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

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

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

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

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

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

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

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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

1.13. Admissions, Discharges and Transitions

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

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

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

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

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

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

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

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

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

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

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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

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

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

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

DS
MC

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

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

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

1.15. Children's System of Care Values

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

1.15.1.1. Youth Voice and Engagement

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

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

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

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

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

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

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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



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

and parents feels valued and heard.

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

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

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

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

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

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

1.16. Cultural and Linguistic Diversity

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

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

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

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

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

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

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

DS
JC

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

- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care Identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

- 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
- 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
- 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
- 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
- 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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

- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
 - 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
 - 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.
- 1.24. Medication Procedures**
- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.
- 1.25. Policies and Procedures**
- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

DB
JC

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

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

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

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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

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

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

2. Residential Treatment Levels of Care

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

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

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				
Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	MPA at Warren Adventur-Based	Warren, NH	8	N/A
	MPA at Plymouth: Summit Program	Plymouth, NH	4	N/A
	MPA at Rumney: PSB	Rumney, NH	10	N/A
	MPA at Pike: Hall Farm	Pike, NH	8	N/A
Level of Care 3, Intensive Treatment, Option C: Assessment Treatment	MPA at Hampton: Cast	Hampton, NH	4	N/A
	MPA at Plymouth Cast	Plymouth, NH	16	N/A
Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute	MPA at Pike: Subacute Blake House and Mitchell House	Pike, NH	8	N/A
Reserved				
Reserved				
Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)	MPA at Hampton: ERT	Hampton, NH	8	N/A
	Mpa at Campton: ERT	Campton, NH	12	N/A

2.4. Reserved

2.5. Reserved

2.6. Reserved

2.7. Level of Care 3, Intensive Treatment; Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment; Option A: Intensive Treatment for

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

individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis,
- 2.7.2.2. Structured and safe, therapeutic milieu environment,
- 2.7.2.3. Medication Monitoring and management,
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. **Staffing**

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

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

2.7.3.2.1. Direct Care Staff/Milieu:

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

- 2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs
- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which

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

shall be billed directly to
Medicaid.

2.7.4. Supported Visits

2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.

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

2.7.5. Educational Services

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

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

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

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

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain

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

Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

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

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

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

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

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

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

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.7.6.3 below.

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

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

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

- 2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.8. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

- 2.8.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option C: Assessment Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to provide a treatment setting which offers a comprehensive offering of residential, clinical, and educational services which youth have access.
- 2.8.2. The Contractor shall provide services to individuals for a short term episode of treatment, and shall provide comprehensive assessment using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.8.2.1. Highly structured treatment on a 24/7 basis,
 - 2.8.2.2. Structured and safe, therapeutic milieu environment,
 - 2.8.2.3. Medication Monitoring and management,
 - 2.8.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.8.2.5. Concentrated individualized treatment protocol.
 - 2.8.2.6. Specialized assessment and treatment services.

JK

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

- 2.8.2.7. Community Supports.
- 2.8.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.8.2.9. Specialized social services.
- 2.8.2.10. Behavior management.
- 2.8.2.11. Recreation.
- 2.8.2.12. Clinical Services.
- 2.8.2.13. Family Services.
- 2.8.2.14. Vocational Training.
- 2.8.2.15. Medication Monitoring, as clinically indicated.
- 2.8.2.16. Crisis Intervention.
- 2.8.2.17. Assessment services based on New Hampshire Administrative Rule He-C 6350.22 Assessment Treatment Program.

2.8.3. Staffing

- 2.8.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.8.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.8.3.2.1. Direct Care Staff/Milieu:
 - 2.8.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs.
 - 2.8.3.2.1.2. Awake overnight: 1:6 and minimum two staff available for programs and position may float on campus or within building.
 - 2.8.3.2.2. Clinical Services
 - 2.8.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.8.3.2.2.2. Available 24/7, which may be telephonic or face-to-face depending on clinical need.
 - 2.8.3.2.2.3. Clinical Ratio: 1:8

36

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

- 2.8.3.2.2.4. Family Therapist 1:8
- 2.8.3.2.2.5. Family Worker: 1:8
- 2.8.3.2.2.6. Case Manager and this positions may be the same position as Family Worker: 1:8
- 2.8.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles. i.e. Family therapy and family worker as well as primary clinician.
- 2.8.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.

2.8.3.2.3. Medical Care:

- 2.8.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
- 2.8.3.2.3.2. Availability of prescriber or psychiatry on site.
- 2.8.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.8.4. Supported Visits

- 2.8.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting and may be provided at the individual's and family's home when safe an appropriate.
- 2.8.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.8.5. Educational Services

- 2.8.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined

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

by their treatment team and sending school district, when applicable.

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

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

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

2.8.5.4.1. Transitional Services.

2.8.5.4.2. Vocational Services.

2.8.5.4.3. Formal Education.

2.8.5.4.4. Training Programs.

2.8.5.4.5. Independent Living Skills.

2.8.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.8.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.8.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.8.6. Transportation

2.8.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.8.6.1.1. Court Hearings.

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

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

- 2.8.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.8.6.1.4. Recreation (clubs, sports, work).
- 2.8.6.1.5. Family and sibling visits.
- 2.8.6.1.6. Other as required by the individual's treatment plan.
- 2.8.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.8.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.8.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.8.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.8.6.3 below.
- 2.8.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.8.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.8.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.8.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.8.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including

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

coverage for all owned, hired, or non-owned vehicles, as applicable.

2.9. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

2.9.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute to individuals who are experiencing behavioral and emotional difficulties and symptoms exacerbating clinical conditions that impede their ability to function on a day-to-day basis and who may be at risk for inpatient care without intensity therapeutic treatment to:

- 2.9.1.1. Stabilize and treat the acute symptoms,**
- 2.9.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,**
- 2.9.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or**
- 2.9.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.**

2.9.2. The Contractor shall provide services to individuals at this level of care twenty-four (24) hours per day, seven (7) days a week, for a short-term stay of approximately two (2) weeks or long-term stay of up to three (3) months or longer based on need, in an intensive, onsite acute residential unit, which provides a self-contained service delivery approach with:

- 2.9.2.1. Simulated everyday community living in a safe, therapeutic environment**
- 2.9.2.2. A family-centered focus that is reflected in the program's milieu.**
- 2.9.2.3. Highly structured treatment on a 24/7 basis,**
- 2.9.2.4. Structured and safe, therapeutic milieu environment,**
- 2.9.2.5. Medication Monitoring and management,**
- 2.9.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.**
- 2.9.2.7. Concentrated individualized treatment protocol.**
- 2.9.2.8. Specialized assessment and treatment services.**
- 2.9.2.9. Community Supports.**
- 2.9.2.10. Access to public school education and/or an approved special education program on site or subcontracted.**
- 2.9.2.11. Specialized social services.**

DS
JC

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

- 2.9.2.12. Behavior management.
- 2.9.2.13. Recreation.
- 2.9.2.14. Clinical Services.
- 2.9.2.15. Family Services.
- 2.9.2.16. Vocational Training.
- 2.9.2.17. Medication Monitoring, as clinically indicated.
- 2.9.2.18. Crisis Intervention.

2.9.3. Staffing

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

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

2.9.3.2.1. Direct Care Staff/Milieu:

2.9.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.9.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and may float on campus or within building:

2.9.3.2.2. Clinical Services:

2.9.3.2.2.1. Access to clinical 24/7 and may be telephonic or face-to-face depending on clinical need.

2.9.3.2.2.2. Clinical ratio: 1:6

2.9.3.2.2.3. Family Therapist 1:6

2.9.3.2.2.4. Family Worker: 1:8

2.9.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

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

2.9.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

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

2.9.3.2.3. Medical Care:

2.9.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.9.3.2.3.2. Availability of prescriber/psychiatry on site.

2.9.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.9.4. Supported Visits

2.9.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be provided at the individual's and family's home when safe and appropriate.

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

2.9.5. Educational Services

2.9.5.1. The Contractor shall provide educational services as part of this level of care and ensure the individual is provided with the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

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

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

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

- 2.9.5.3.1. Transitional Services.
- 2.9.5.3.2. Vocational Services.
- 2.9.5.3.3. Formal Education.
- 2.9.5.3.4. Training Programs.
- 2.9.5.3.5. Independent Living Skills.
- 2.9.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.
- 2.9.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.
- 2.9.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.9.6. Transportation

- 2.9.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:
 - 2.9.6.1.1. Court Hearings.
 - 2.9.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
 - 2.9.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
 - 2.9.6.1.4. Recreation (clubs, sports, work).
 - 2.9.6.1.5. Family and sibling visits.
 - 2.9.6.1.6. Other as required by the individual's treatment plan.
- 2.9.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
 - 2.9.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
 - 2.9.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

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

- 2.9.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
- 2.9.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.9.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.9.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.9.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.9.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.10. Reserved

2.11. Reserved

2.12. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

2.12.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option D: Enhanced Residential Treatment (ERT) to individuals who may not have a clinical diagnosis, and who may have demonstrated behaviors which have been considered dangerous and are often not amendable to treatment to:

2.12.1.1. Stabilize and treat the acute symptoms,

03
H

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

- 2.12.1.2. Transition children, youth, and young adults from inpatient stabilizations to out of home treatment,
- 2.12.1.3. Support a youth who likely would otherwise require acute psychiatric settings, and/or
- 2.12.1.4. Stabilize a reduction of acuity in emotional or behavioral health functioning.
- 2.12.2. The Contractor shall provide services to children, youths and young adults in this type of treatment setting twenty-four (24) hours per day, seven (7) days a week, for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:
 - 2.12.2.1. Highly structured treatment on a 24/7 basis.
 - 2.12.2.2. Structured and safe, therapeutic milieu environment,
 - 2.12.2.3. Medication Monitoring and management,
 - 2.12.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
 - 2.12.2.5. Concentrated individualized treatment protocol.
 - 2.12.2.6. Specialized assessment and treatment services.
 - 2.12.2.7. Community Supports.
 - 2.12.2.8. Access to public school education and/or an approved special education program on site or subcontracted
 - 2.12.2.9. Specialized social services.
 - 2.12.2.10. Behavior management.
 - 2.12.2.11. Recreation.
 - 2.12.2.12. Clinical Services.
 - 2.12.2.13. Family Services.
 - 2.12.2.14. Vocational Training.
 - 2.12.2.15. Medication Monitoring, as clinically indicated.

2.12.3. Staffing

- 2.12.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
- 2.12.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.12.3.2.1. Direct Care Staff/Milieu:

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

2.12.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.12.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.

2.12.3.2.2. Clinical Services

2.12.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face depending on clinical need)

2.12.3.2.2.2. Clinical ratio: 1:6.

2.12.3.2.2.3. Family Therapist 1:6.

2.12.3.2.2.4. Family Worker: 1:8.

2.12.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

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

2.12.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.12.3.2.3. Medical Care:

2.12.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.12.3.2.3.2. Availability of prescriber/psychiatry on site.

2.12.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.12.4. Supported Visits

2.12.4.1. The Contractor shall provide face-to-face supervised visitation to the individual and their family at the Contractor's residential treatment setting, and may be

OS
JC

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

provided at the individual's and family's home when safe and appropriate.

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

2.12.5. Educational Services

2.12.5.1. The Contractor shall provide educational services as part of this level of care and ensure the Individual is provided with the most appropriate educational services as determined by their multidisciplinary team and sending school district, when applicable.

2.12.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:

2.12.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.

2.12.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.

2.12.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.

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

2.12.5.3.1. Transitional Services.

2.12.5.3.2. Vocational Services.

2.12.5.3.3. Formal Education.

2.12.5.3.4. Training Programs.

2.12.5.3.5. Independent Living Skills.

2.12.5.4. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.12.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

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

2.12.5.6. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.12.6. Transportation

2.12.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.12.6.1.1. Court Hearings.

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

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

2.12.6.1.4. Recreation (clubs, sports, work).

2.12.6.1.5. Family and sibling visits.

2.12.6.1.6. Other as required by the individual's treatment plan.

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

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

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

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

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

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

2.12.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance

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

with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

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

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

3. Specific Residential Treatment Program Requirements

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

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

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. MPA at Warren: Adventure Based

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation

N

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

Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA

DS
K

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

Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but not limited to:

- 3.5.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.1.2.2. Aggressive behavior;
- 3.5.1.2.3. Fire Setting;
- 3.5.1.2.4. Problematic Sexual Behavior;
- 3.5.1.2.5. Highly Aggressive Behavior;

3.5.2. MPA at Pike Hall Farm

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care 2nd shift	Milieu 1:3	1:3 (includes youth counselor, Community Leader, Assistant program manager)
Direct Care Overnight	Awake overnight: 1:6,	1:6; 6 FTE

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

	minimum 2 staff available for programs	
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8, or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.8 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.2.2.1. Intellectual and Developmental Disability (IDD);

3.5.2.2.2. Aggressive behavior;

3.5.2.2.3. Fire Setting;

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

3.5.2.2.4. Problematic Sexual Behavior;

3.5.2.2.5. Highly Aggressive Behavior;

3.5.3. MPA at Rumney: Problem Sexual Behavior.

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:3	1:2.5 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4 (including awake overnight supervisor)
Clinical Ratio	1:8	1:6
Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.2 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with DS

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

Psychologist	Availability of prescriber or psychiatry on site	MPA Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.5.3.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.3.2.2. Aggressive behavior;
- 3.5.3.2.3. Fire Setting;
- 3.5.3.2.4. Problematic Sexual Behavior;
- 3.5.3.2.5. Highly Aggressive Behavior;

3.5.4. MPA at Plymouth- Summit

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program manager (in ratio)
Direct Care 2nd shift	Milieu 1:3	1:2 Youth Counselor and 1:2 Community Leader (in ratio) 1:3 assistant program

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

		manager (in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4 Ratio includes Awake Overnight Supervisor
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Worker
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1 FTE
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.4.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be:

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

determined by an independent assessor, which includes, but is not limited to:

- 3.5.4.2.1. Intellectual and Developmental Disability (IDD);
- 3.5.4.2.2. Aggressive behavior;
- 3.5.4.2.3. Fire Setting;
- 3.5.4.2.4. Problematic Sexual Behavior;
- 3.5.4.2.5. Highly Aggressive Behavior

3.6. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

3.6.1. MPA at Hampton, CAST

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care 2nd shift	Milieu 1:3	1:2 (includes youth counselor and Community Leader)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	.1 FTE

DS
SC

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

Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.6.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.6.1.2.2. Aggressive behavior;
- 3.6.1.2.3. Fire Setting;
- 3.6.1.2.4. Problematic Sexual Behavior;
- 3.6.1.2.5. Highly Aggressive Behavior;

3.6.2. MPA at Plymouth CAST

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	3:8 (includes youth counselor and community leader in ratio)
Direct Care 2nd shift	Milieu 1:3	3:8 (includes youth counselor

HC

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

		and community leader in ratio)
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:6 (includes awake overnight supervisor in ratio)
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Family worker/ Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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

3.6.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.6.2.2.1. Intellectual and Developmental Disability (IDD);
- 3.6.2.2.2. Aggressive behavior;
- 3.6.2.2.3. Fire Setting;
- 3.6.2.2.4. Problematic Sexual Behavior;
- 3.6.2.2.5. Highly Aggressive Behavior;

3.7. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

3.7.1. MPA at Pike: Sub Acute

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager)
Direct Care 2nd shift	Milieu 1:2	1:2 (Ratio includes youth counselor, community leaders and Assistant Program Manager)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:3 (2 in each house; Awake overnight supervisor included in the ratio)
Clinical Ratio	1:6	1:6

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

Family Worker	1:8	1:6 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1.2 FTE
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.7.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.7.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.7.1.2.2. Aggressive behavior;
- 3.7.1.2.3. Fire Setting;
- 3.7.1.2.4. Problematic Sexual Behavior;
- 3.7.1.2.5. Highly Aggressive Behavior;

3.8. Reserved

3.9. Reserved

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

3.10. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

3.10.1. MPA at Campton: Enhanced Residential Treatment (ERT)

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care 2nd shift	Milieu 1:2	1:2 (youth counselor, Assistant Program Manager and Community Leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:5 (Awake Overnight Supervisor included in the ratio)
Clinical Ratio	1:6	1:6
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral	1:10	1:10

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

analyst (BCBA)		
Nursing Staff	Available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required, or as a ratio	

3.10.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.10.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.10.1.2.2. Aggressive behavior;
- 3.10.1.2.3. Fire Setting;
- 3.10.1.2.4. Problematic Sexual Behavior;
- 3.10.1.2.5. Highly Aggressive Behavior;

3.11. Level of Care 4, High Intensity/Sub-Acute, Option D: Enhanced Residential Treatment (ERT)

3.11.1. MPA at Hampton: Enhanced Residential Treatment (ERT)

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:2	1:2 (youth counselor and

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

		community leader is included in the ratio)
Direct Care 2nd shift	Milleu 1:2	1:2 (youth counselor and community leader is included in the ratio)
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:4
Clinical Ratio	1:6	1:6 (includes clinicians and Clinical Director in ratio)
Family Worker	1:8	1:8 Permanency Coordinator
Family Therapist	1:6	1:6
Transportation	Not Required	Not allocated / shared
Case Manager	1:8 or see Family Worker	See Permanency Coordinator
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly	Shared with MPA programs
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting Psychiatrist shared with MPA
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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

3.11.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

- 3.11.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.11.1.2.2. Aggressive behavior;
- 3.11.1.2.3. Fire Setting;
- 3.11.1.2.4. Problematic Sexual Behavior;
- 3.11.1.2.5. Highly Aggressive Behavior;

4. Exhibits Incorporated

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

5. Reporting Requirements

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

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program

MC

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

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

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 5.1

5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices

DS
JC

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

or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to:

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly total of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of:

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

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

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] Median time from referral to acceptance

SC

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

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

6.2. Performance Improvement

6.2.1. The Contract shall participate in quality assurance and improvement activities with the Department and other partners and stake holders to ensure that continuous performance and program improvement contributes in a positive way to the lives of individuals adults and their families by focusing on system level outcomes such as:

6.2.1.1. Reduced use of psychiatric and other residential treatment.

6.2.1.2. Reduced use of juvenile corrections and other out of home placements.

DS
JC

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

- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.

6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:

- 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
- 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
- 6.2.2.3. Attending monthly meetings focused on performance.
- 6.2.2.4. Adjusting key performance metrics.
- 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
- 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
- 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.
- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is a critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.

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

- 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after),
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level need to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.
- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
- 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

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

- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to, Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

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

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

- 7.3.3.1. Brochures.
- 7.3.3.2. Resource directories.
- 7.3.3.3. Protocols or guidance.
- 7.3.3.4. Posters.
- 7.3.3.5. Reports.

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

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

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

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

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

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

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

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

8.1.4. Medical records on each individual of services.

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

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



Payment Terms

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

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



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

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

4.1.1.

Program - Adventure Therapy	
Residential for IEP eligible youth per day	\$514.46
Residential Non-IEP eligible youth per day	\$514.46
Program - Plymouth CAST	
Residential for IEP eligible youth per day	\$451.22
Residential Non-IEP eligible youth per day	\$451.22
Program - Hall Farm	
Residential for IEP eligible youth per day	\$478.77
Residential Non-IEP eligible youth per day	\$478.77
Program - Hampton CAST	
Residential for IEP eligible youth per day	\$626.46
Residential Non-IEP eligible youth per day	\$626.46
Program - Rumney	
Residential for IEP eligible youth per day	\$563.07
Residential Non-IEP eligible youth per day	\$563.07
Program - Summit Program	
Residential for IEP eligible youth per day	\$498.88
Residential Non-IEP eligible youth per day	\$498.88
Program - ERT at Campton	
Residential for IEP eligible youth per day	\$635.51
Residential Non-IEP eligible youth per day	\$635.51
Program - ERT at Hampton	
Residential for IEP eligible youth per day	\$819.20
Residential Non-IEP eligible youth per day	\$819.20

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



Program - Sub Acute	
Residential for IEP eligible youth per day	\$880.18
Residential Non-IEP eligible youth per day	\$880.18

- 4.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.
- 4.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
- 4.3. For Individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
- 4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.

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



- 4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:
- 4.5.1. Sub-total: \$47,176,194.00
 - 4.5.2. SFY 22: \$15,725,398.00
 - 4.5.3. SFY 23: \$15,725,398.00
 - 4.5.4. SFY 24: \$15,725,398.00
5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
7. Audits
- 7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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



- 7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Vendor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President

Contractor Initials *JC*
Date 7/21/2021

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services; and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

Name: Jeffrey Caron

Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18; if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

7/21/2021

Date

DocuSigned by:

Jeffrey Caron

DocuSign Envelope ID: 83AEFB9B-9DDE-44FA-AF0E-F6679422C2EF

Name: Jeffrey Caron

Title: President

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

3/2014

Contractor Initials

Date 7/21/2021

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

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Date 7/21/2021

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

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Date 7/21/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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

Mount Prospect Academy

The State by:

Name of the Contractor

Katja Fox

Jeffrey Caron

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Jeffrey Caron

Name of Authorized Representative
Director

Name of Authorized Representative

President

Title of Authorized Representative

Title of Authorized Representative

7/21/2021

7/21/2021

Date

Date

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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.

7/21/2021
Date

Contractor Name:

DocuSigned by:
Jeffrey Caron
Name: Jeffrey Caron
Title: President



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- The DUNS number for your entity is: 32-004-8804
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information, and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network, (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked, or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for Individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT.

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Spaulding Academy & Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), as amended on December 20, 2023 (item #32C) 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. Modify Exhibit C, Payment Terms, Section 5.1.1: only, to read:

5.1.1.

Program - Community Residential Services	
Residential for eligible youth per day until 6/30/2023	\$789.08
Program - Intensive Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$911.00
Residential Non-IEP eligible youth per day until 6/30/2023	\$911.00
Program - Medically Intense Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$1,113.27
Residential Non-IEP eligible youth per day until 6/30/2023	\$1,113.27
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$884.72
Residential Non-IEP eligible youth per day until 6/30/2023	\$884.72

Program - Community Residential Services	
Residential for eligible youth per day effective 7/1/2023	\$937.85
Program - Intensive Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,158.34
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,158.34
Program - Medically Intense Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,424.27
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,424.27
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,136.17
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,136.17

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 retroactive to 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

7/18/2024

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Spaulding Academy & Family Services

7/18/2024

Date

DocuSigned by:

Todd C. Emmons

Name: Todd C. Emmons

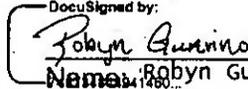
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/22/2024

Date

DocuSigned by:

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 SPAULDING ACADEMY & FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 03, 1958. 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: 65524

Certificate Number: 0006734506



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael Ventura, 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 Spaulding Academy & Family Services
(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 November 19, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Todd Emmons, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Spaulding Academy & Family Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

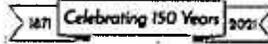
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 7/10/20


Signature of Elected Officer
Name: Michael Ventura
Title: Board of Director, Chair



SPAULDING
ACADEMY & FAMILY SERVICES



MISSION STATEMENT

Spaulding Academy & Family Services supports exceptional children and families toward a successful future

SPAULDING ACADEMY & FAMILY SERVICES

FINANCIAL REPORT

JUNE 30, 2023

CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS.....	1 and 2
FINANCIAL STATEMENTS	
Statements of financial position.....	3
Statement of activities and changes in net assets.....	4
Statement of functional expenses.....	5 and 6
Statements of cash flows.....	7 and 8
Notes to financial statements.....	9-19



NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Spaulding Academy & Family Services
Northfield, New Hampshire 03276

Opinion

We have audited the accompanying financial statements of Spaulding Academy & Family Services which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Spaulding Academy & Family Services as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Spaulding Academy & Family Services and to meet our other ethical responsibilities, in accordance with the 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 audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Spaulding Academy & Family Services' ability to continue as a going concern for one year after the date that the financial statements are issued.

70 Commercial Street, 4th Floor
Concord, NH 03301

v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431

v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766

v: 603-448-2650
f: 603-448-2476

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Spaulding Academy & Family Services' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Spaulding Academy & Family Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Spaulding Academy & Family Services' June 30, 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 26, 2022. In our opinion, the summarized information presented herein as of and for the year ended June 30, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Welch
Nathan Welch & Company

Concord, New Hampshire
September 26, 2023

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF FINANCIAL POSITION

June 30, 2023 and 2022

	ASSETS	
	2023	2022
CURRENT ASSETS		
Cash	\$ 6,434,994	\$ 6,589,076
Accounts receivable, net of allowance for doubtful accounts of \$20,000 for 2023 and 2022	2,950,970	2,980,666
Grants receivable	1,056	315,530
Contributions receivable	20,000	40,000
Prepaid expenses	120,233	174,125
Food inventory	13,449	16,187
<i>Total current assets</i>	<u>9,540,702</u>	<u>10,115,584</u>
PROPERTY AND EQUIPMENT		
Land	661,615	661,615
Buildings and improvements	13,507,854	12,137,227
Vehicles	947,802	860,752
Furniture, fixtures and equipment	3,676,683	3,547,413
Construction in progress	8,684,309	559,992
	<u>27,478,263</u>	<u>17,766,999</u>
Less accumulated depreciation	10,274,148	9,694,462
	<u>17,204,115</u>	<u>8,072,537</u>
INVESTMENTS AND OTHER ASSETS		
Investments	11,151,070	10,608,617
Beneficial interests in trusts	2,450,008	2,397,287
<i>Total assets</i>	<u>\$ 40,345,895</u>	<u>\$ 31,194,025</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current maturities of long-term debt	\$ -	\$ 99,473
Accounts payable	865,758	353,396
Accounts payable related to construction	769,481	-
Accrued expenses	1,089,610	895,613
<i>Total current liabilities</i>	<u>2,724,849</u>	<u>1,348,482</u>
Long-term debt, less current maturities	-	1,852,074
Bond payable, net of unamortized debt issuance costs 2023 \$154,658	5,405,737	-
<i>Total liabilities</i>	<u>8,130,586</u>	<u>3,200,556</u>
NET ASSETS		
Without donor restrictions (Note 8)	28,207,859	24,050,710
With donor restrictions (Note 9)	4,007,450	3,942,759
<i>Total net assets</i>	<u>32,215,309</u>	<u>27,993,469</u>
<i>Total liabilities and net assets</i>	<u>\$ 40,345,895</u>	<u>\$ 31,194,025</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended June 30, 2023 and Comparative Totals for Year Ended 2022

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
Revenue and support:				
Tuition income	\$ 24,738,805	\$ -	\$ 24,738,805	\$ 22,186,171
Other student services	1,581,280		1,581,280	1,307,403
Community based programs	873,881		873,881	965,254
Other income	34,366		34,366	61,915
Contributions of cash and other financial assets	128,779	20,130	148,909	983,326
Grant revenue	-	289,139	289,139	322,147
Endowment spending draw	350,000	61,742	411,742	389,037
Investment income from trusts	99,181		99,181	114,275
<i>Total revenue and support</i>	<u>27,806,292</u>	<u>371,011</u>	<u>28,177,303</u>	<u>26,329,528</u>
Net assets released from restrictions:				
For satisfaction of restrictions from endowment income	55,414	(55,414)		
For satisfaction of program restrictions	365,777	(365,777)		
<i>Total revenue, support and net assets released from restrictions</i>	<u>421,191</u>	<u>(421,191)</u>		
	<u>28,227,483</u>	<u>(50,180)</u>	<u>28,177,303</u>	<u>26,329,528</u>
Expenses:				
Program services:				
Residential program	9,889,503		9,889,503	8,475,135
Academic program	7,214,177		7,214,177	6,620,320
Program support	3,675,422		3,675,422	2,990,406
Community based programs	1,272,127		1,272,127	1,207,034
<i>Total program expenses</i>	<u>22,051,229</u>		<u>22,051,229</u>	<u>19,292,895</u>
General and administrative	2,396,889		2,396,889	2,214,637
Fundraising	99,492		99,492	115,791
<i>Total expenses</i>	<u>24,547,610</u>		<u>24,547,610</u>	<u>21,623,323</u>
<i>Increase (decrease) in net assets from operating activities</i>	<u>3,679,873</u>	<u>(50,180)</u>	<u>3,629,693</u>	<u>4,706,205</u>
Nonoperating activities:				
Gain (loss) on disposal of assets	(17,328)		(17,328)	500
Net realized and unrealized gains (losses), net of spending draw and investment fees	247,396	29,699	277,095	(1,937,352)
Interest and dividends	247,208	32,451	279,659	261,240
Change in value of beneficial interests in trusts	-	52,721	52,721	(291,292)
FFCRA Relief Funds	-			50,744
<i>Increase in net assets</i>	<u>477,276</u>	<u>114,871</u>	<u>592,147</u>	<u>(1,916,160)</u>
<i>Increase in net assets</i>	<u>4,157,149</u>	<u>64,691</u>	<u>4,221,840</u>	<u>2,790,045</u>
Net assets, beginning of year	24,050,710	3,942,759	27,993,469	25,203,424
<i>Net assets, end of year</i>	<u>\$ 28,207,859</u>	<u>\$ 4,007,450</u>	<u>\$ 32,215,309</u>	<u>\$ 27,993,469</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2023 and Comparative Totals for Year Ended June 30, 2022

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Fundraising	Total Supporting Activities	2023	2022
Personnel expenses:										
Salaries and wages	\$ 5,730,879	\$ 4,450,609	\$ 2,444,617	\$ 771,358	\$ 13,397,463	\$ 1,113,957	\$ 60,870	\$ 1,174,827	\$ 14,572,290	\$ 12,873,312
Overtime wages	794,361	140,171	49,720	14,085	998,337	20,475	-	20,475	1,018,812	907,947
Employee benefits	1,326,523	903,881	497,622	188,647	2,916,673	315,816	5,674	321,490	3,238,163	2,728,605
Payroll taxes	479,437	336,089	184,913	57,500	1,057,939	80,798	3,942	84,740	1,142,679	1,013,867
Workers' compensation insurance	179,249	127,258	105,247	26,566	438,320	10,936	187	11,123	449,443	293,158
Other personnel expense	20,624	9,764	2,593	1,756	34,737	126,389	-	126,389	161,126	144,279
Employee recruitment	-	-	-	-	-	121,277	-	121,277	121,277	123,232
<i>Total personnel expenses</i>	<u>8,531,073</u>	<u>5,967,772</u>	<u>3,284,712</u>	<u>1,059,912</u>	<u>18,843,469</u>	<u>1,789,648</u>	<u>70,673</u>	<u>1,860,321</u>	<u>20,703,790</u>	<u>18,084,400</u>
Program expenses:										
Foster program	-	-	275	94,129	94,404	-	-	-	94,404	181,228
Consulting	62	18,213	120,776	-	139,051	-	-	-	139,051	49,420
Therapy and recreational supplies	2,282	11,404	4,461	210	18,357	-	-	-	18,357	14,749
Building and household supplies	90,750	36,108	3,420	4,026	134,304	-	-	-	134,304	119,456
Educational supplies	53,927	104,109	261	-	158,297	-	-	-	158,297	89,613
Food expense	201,578	82,856	-	-	284,434	-	-	-	284,434	234,877
Medical supplies	-	-	12,377	-	12,377	-	-	-	12,377	13,811
Clothing	17,331	-	-	814	18,145	-	-	-	18,145	14,321
Student transportation	11,622	3,148	604	15,520	30,894	-	-	-	30,894	28,260
Student program funds	77,878	-	-	856	78,734	-	-	-	78,734	62,143
Student activities	14,255	12,464	-	-	26,719	-	-	-	26,719	14,396
<i>Total program expenses</i>	<u>469,685</u>	<u>268,302</u>	<u>142,174</u>	<u>115,555</u>	<u>995,716</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>995,716</u>	<u>822,274</u>
Operating expenses:										
Accounting and auditing fees	-	-	-	-	-	57,186	-	57,186	57,186	52,970
Legal fees and other professional services	19,439	26,462	8,673	5,728	60,302	135,482	7,422	142,904	203,206	151,972
Staff development	12,233	50,979	35,392	10,634	109,238	15,070	113	15,183	124,421	60,106
Staff travel and expenses	8,437	8,181	14,504	1,962	33,084	1,094	-	1,094	34,178	8,824
Office and computer supplies	10,796	13,363	12,097	3,842	40,098	17,103	133	17,236	57,334	46,510
Equipment maintenance and repairs	83,355	98,743	28,845	19,083	230,026	55,995	8,093	64,088	294,114	338,418
Telecommunications	15,577	13,852	14,205	9,405	53,039	8,696	-	8,696	61,735	54,908
Postage and shipping	-	-	-	-	-	4,570	-	4,570	4,570	4,446
Vehicle expenses	24,576	23,144	4,405	1,467	53,592	3,910	-	3,910	57,502	51,273
Property and liability insurance	79,426	77,103	15,630	6,029	178,188	94,811	-	94,811	272,999	236,630
Memberships	3,055	739	325	7	4,126	2,214	275	2,489	6,615	7,333
Interest expense	-	86,911	-	-	86,911	-	-	-	86,911	81,267
Equipment and furnishings	59,175	42,619	12,786	4,656	119,236	26,758	-	26,758	145,994	187,970
Board and committee responsibilities	-	-	-	-	-	2,945	-	2,945	2,945	2,608
Bank fees	-	-	-	-	-	3,356	316	3,672	3,672	3,246
<i>Total operating expenses</i>	<u>316,069</u>	<u>442,096</u>	<u>146,862</u>	<u>62,813</u>	<u>967,840</u>	<u>429,190</u>	<u>16,352</u>	<u>445,542</u>	<u>1,413,382</u>	<u>1,288,481</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2023 and Comparative Totals for Year Ended June 30, 2022

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Fundraising	Total Supporting Activities	2023	2022
Occupancy expenses:										
Heating costs	60,547	57,020	10,851	3,613	132,031	9,222	411	9,633	141,664	94,860
Other utilities	61,824	54,916	10,117	3,369	130,226	8,598	383	8,981	139,207	145,829
Maintenance and repairs	112,154	105,620	20,101	6,691	244,566	17,083	761	17,844	262,410	281,000
Property taxes	29,553	27,831	5,297	1,763	64,444	4,501	201	4,702	69,146	76,157
Other occupancy costs	16,743	15,768	3,001	998	36,510	2,550	114	2,664	39,174	52,850
<i>Total occupancy expenses</i>	<u>280,821</u>	<u>261,155</u>	<u>49,367</u>	<u>16,434</u>	<u>607,777</u>	<u>41,954</u>	<u>1,870</u>	<u>43,824</u>	<u>651,601</u>	<u>650,696</u>
Other expenses:										
Depreciation	291,855	274,852	52,307	17,413	636,427	44,454	1,980	46,434	682,861	647,008
Marketing expenses						91,643		91,643	91,643	130,464
Other expenses							8,617	8,617	8,617	
<i>Total other expenses</i>	<u>291,855</u>	<u>274,852</u>	<u>52,307</u>	<u>17,413</u>	<u>636,427</u>	<u>136,097</u>	<u>10,597</u>	<u>146,694</u>	<u>783,121</u>	<u>777,472</u>
Totals	<u>\$ 9,889,503</u>	<u>\$ 7,214,177</u>	<u>\$ 3,675,422</u>	<u>\$ 1,272,127</u>	<u>\$ 22,051,229</u>	<u>\$ 2,396,889</u>	<u>\$ 99,492</u>	<u>\$ 2,496,381</u>	<u>\$ 24,547,610</u>	<u>\$ 21,623,323</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2023 and 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 4,221,840	\$ 2,790,045
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	682,861	647,008
(Gain) loss on disposal of assets	17,328	(500)
Net realized and unrealized (gain) loss on investments	(688,837)	1,548,315
(Increase) decrease in beneficial interests in trusts	(52,721)	291,292
(Increase) decrease in accounts receivable	29,696	(275,487)
(Increase) decrease in grants receivable	314,474	(314,474)
(Increase) decrease in contributions receivable	20,000	(40,000)
(Increase) decrease in prepaid expenses and food inventory	56,630	(90,973)
Increase in accounts payable	512,362	211,111
Increase in accrued expenses	193,997	94,370
<i>Net cash provided by operating activities</i>	<u>5,307,630</u>	<u>4,860,707</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(9,062,286)	(874,409)
Proceeds from sale of property and equipment	-	500
Proceeds from sale of investments	411,742	389,037
Purchase of investments	(265,358)	(259,811)
<i>Net cash used in investing activities</i>	<u>(8,915,902)</u>	<u>(744,683)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from bond issuance	5,560,395	-
Principal payments on long-term debt	(1,951,547)	(95,521)
Debt issuance costs	(154,658)	-
<i>Net cash provided by (used in) financing activities</i>	<u>3,454,190</u>	<u>(95,521)</u>
<i>Net increase (decrease) in cash</i>	(154,082)	4,020,503
Cash, beginning of year	6,589,076	2,568,573
<i>Cash, end of year</i>	<u>\$ 6,434,994</u>	<u>\$ 6,589,076</u>

SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended June 30, 2023 and 2022

	2023	2022
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	\$ 86,911	\$ 81,267
NONCASH INVESTING AND FINANCING ACTIVITIES		
Purchases of property and equipment	\$ 9,831,767	\$ 874,409
Accounts payable related to property and equipment	(769,481)	-
<i>Cash paid for property and equipment</i>	<u>\$ 9,062,286</u>	<u>\$ 874,409</u>

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

Spaulding Academy & Family Services ("the Organization") is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire. The Organization was established to provide high-quality therapeutic, educational, residential and foster care services for children with emotional and behavioral challenges and children with autism or other neurological impairments. The Organization also provides training to families and professional staff focusing on children's behavioral, emotional and educational challenges. The Organization was created as a result of the merger of the NH Orphans' Home, the Daniel Webster Home, and the Golden Rule Farm on November 6, 1958.

Note 2. Significant Accounting Policies

Basis of accounting: The financial statements of the Organization are prepared on the accrual basis; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: Management uses estimates and assumptions, such as fair value of contributions receivable, useful lives of property and equipment and allowance for doubtful accounts in preparing the financial statements. Those estimates and assumptions affect the recorded amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the recorded revenues and expenses. Accordingly, actual results may differ from those estimates.

Net assets: The Organization reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

Net assets without donor restrictions: Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion. For example, the Board has designated a portion of net assets without donor restrictions as a quasi-endowment (an amount to be treated by management as if it were part of the donor restricted endowment) for the purpose of securing the Organization's long-term financial viability.

Net assets with donor restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions and also includes the accumulated appreciation and depreciation related to donor-restricted endowment funds.

The Organization reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy.

Cash and cash equivalents: For purposes of reporting cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2023.

Accounts receivable: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance based on their assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance and a credit to accounts receivable.

Fair value option: GAAP provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The Organization has elected the fair value option for contributions receivable.

Contributions receivable: Unconditional contributions receivable are reported at net realizable value if at the time the promise is made payment is expected to be received in one year or less. Unconditional promises that are expected to be collected in more than one year are reported at fair value initially and in subsequent periods because the Organization elected the fair value option in accordance with generally accepted accounting principles. Management believes that the use of fair value reduces the cost of measuring unconditional promises to give in periods subsequent to their receipt and provides equal or better information to users of its financial statements than if those promises were measured using present value techniques and historical discount rates. Conditional promises to give are not included in the financial statements. For the year ended June 30, 2023, the Organization had \$20,000 in contributions receivable to be received within one year.

Revenue and revenue recognition: The Organization recognizes revenue from student tuition and fees during the year in which the related services are provided to students. The performance obligation of delivering educational and therapeutic services is simultaneously received and consumed by the students; therefore, the revenue is recognized ratably over the course of the academic year. In addition, the Organization offers residential and foster care programs. The performance obligation of providing access to housing and meals is satisfied ratably over the period in which the student lives on campus. The Organization bills the students' local school districts monthly based on daily rates established by the New Hampshire Department of Education (NH DOE) depending on which academic or residential programs the students are enrolled in. Payments are then received by either the student's local school district, the Division for Children, Youth, and Families (DCYF), the NH DOE, or counterpart agencies from other states.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

The Organization recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give for the year ended June 30, 2023.

Beneficial interests in trusts: Beneficial interests in trusts are carried at the fair value of the expected future distributions from irrevocable perpetual trusts controlled by trustees not related to the Organization.

Donated services: Volunteers have donated their time to the Organization and its programs; however, these donated services are not reflected in the financial statements since these services do not meet the criteria for recognition as contributed services.

Inventories: Inventories consist of food inventory and are valued at the lower of cost on the first-in, first-out basis, or net realizable value.

Property and equipment: Property and equipment are recorded at cost if purchased or at fair value on the date of gift if donated. Donated assets are reported as support without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Property and equipment are being depreciated using the straight-line method over estimated useful lives as follows:

	Years
Buildings and improvements.....	5-50
Vehicles.....	3-5
Furniture, fixtures and equipment.....	3-15

The Organization's policy is to capitalize asset acquisitions in excess of \$5,000. Lesser amounts are generally expensed.

Income taxes: The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization has adopted the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the Organization's tax positions and concluded the Organization had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2020.

Functional allocation of expenses: The financial statements report certain categories of expenses that are attributable to more than one program or supporting function of the Organization. Those expenses include depreciation, occupancy, the president's office, food services and the information technology department.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Depreciation and occupancy are allocated based on square footage. The president's office, food services and the information technology department are allocated based on estimates of time and effort.

Operating measure: The Organization has presented the statement of activities and changes in net assets based on an intermediate measure of operations. The measure of operations includes all revenues and expenses that are an integral part of the Organization's programs and supporting activities and net assets released from restrictions to support operating activities. Non-operating activities are limited to resources outside of those program and services and are comprised of investment return, the changes in fair value of the beneficial interest in trusts, and gains and losses on sales and dispositions of assets.

Comparative financial information: The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Advertising costs: The Organization expenses all advertising costs as incurred. Advertising expenses amounted to \$91,643 for the year ended June 30, 2023.

Change in accounting policy: On July 1, 2022, the Organization adopted ASU 2016-02 "Leases (Topic 842)" and subsequent amendments thereto, which requires the Organization to recognize most leases on the statement of financial position. Adopting the leasing standard resulted in no impact to the statements of financial position as of July 1, 2022.

Note 3. Concentrations

The Organization receives a substantial amount of its support from the New Hampshire Department of Health and Human Services, Division of Children, Youth and Families, in the form of board and care revenue, and from the New Hampshire Department of Education, for student instruction. In addition, the Organization receives support from similar governmental agencies in other states.

The Organization maintains cash accounts in multiple financial institutions. The balances are insured up to \$250,000 per depositor at each financial institution. In addition, the Organization has an agreement with its primary financial institution that the bank will secure deposits in excess of FDIC insurance limits for certain accounts. The collateral consists of credit obligations of the United States Government or fixed rate obligations of agencies or instrumentalities of the United States Government. As of June 30, 2023, assets pledged as collateral totaled approximately \$6,069,000.

Note 4. Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values, based upon quoted market prices or estimated fair value provided by external managers, in the statements of financial position.

Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities and changes in net assets.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

The following summarizes investment return for the year ended June 30, 2023:

	Without donor restrictions	With donor restrictions	Total
Interest and dividends	\$ 247,208	\$ 32,451	\$ 279,659
Realized and unrealized gains	659,379	100,105	759,484
Investment fees	(61,983)	(8,664)	(70,647)
	<u>\$ 844,604</u>	<u>\$ 123,892</u>	<u>\$ 968,496</u>

Note 5. Beneficial Interests in Trusts

The Organization is the beneficiary of several irrevocable perpetual trusts managed by local, independent financial institutions. The Organization receives distributions from seven trusts based on the income earned and annual distributions made by the trust. The Organization received \$99,181 from these trusts during the year ended June 30, 2023. This amount is recorded as investment income without donor restrictions.

The Organization's portion of the fair value of these trusts, which approximates the present value of future benefits expected to be received, amounted to \$2,450,008 at June 30, 2023. In accordance with FASB ASC 958-605, Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others, the Organization has recorded the change in value of these investments on the statement of activities and changes in net assets. The increase in value of beneficial interests in trusts during the year ended June 30, 2023 amounted to \$52,721.

Note 6. Bonds Payable

In August of 2022, the Organization issued \$9,000,000 in New Hampshire Health and Education Facilities Authority Revenue ("NHHEFA") Bonds held by Franklin Savings Bank, Spaulding Academy & Family Services Issue, Series 2022. The Series 2022 bonds are Term Bonds due August 1, 2052 with an initial interest rate of 3.25% per annum. The Organization is required to make monthly interest-only payments until the final distribution of funds is made. As of June 30, 2023, there is approximately \$3,440,000 left to be drawn from the Series 2022 Bonds. The Organization expects to draw-down the remaining balance during the year ended June 30, 2024.

The Series 2022 Bonds are a general obligation of the Organization. The proceeds of the bonds were applied to (1) finance the construction of a school addition; (2) to refinance \$1,948,762 in outstanding debt and interest; and (3) pay the cost of issuance of the Series 2022 Bonds.

The bond payable is comprised of the following:

June 30,	2023
Bond payable	\$ 5,560,395
Less unamortized debt issuance costs	154,658
	<u>\$ 5,405,737</u>

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Note 7. Endowment Funds

The Organization's endowment consists of seven individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law: The Organization is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Directors appropriates such amounts for expenditures. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Directors of the Organization has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary.

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purposes of the Organization and the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the investment policies of the Organization.

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. The Organization did not have any funds with deficiencies for the year ended June 30, 2023.

Investment Return Objectives, Risk Parameters and Strategies: The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of approximately 5% while growing the funds if possible. Therefore, the Organization expects its endowment assets, over the long term, to produce an average rate of return of 3% over the generally followed Consumer Price Index while prioritizing preservation of the capital in real terms and displaying strong risk management. Actual returns in any given year may vary from this amount.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy: The Organization has adopted a written spending policy of appropriating for distribution each year 5% of its endowment fund's average fair value of the prior 20 quarters through the year preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor-restrictions, and the possible effects of inflation. The Organization expects the current spending policy to allow its endowment funds to grow at a nominal average rate of approximately 3% annually, which is consistent with the Organization's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2023 is as follows:

	Without donor restrictions	With donor restrictions	Total
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	\$ -	\$ 674,620	\$ 674,620
Accumulated investment gains	-	724,238	724,238
Board-designated endowment funds	7,321,946	-	7,321,946
	<u>\$ 7,321,946</u>	<u>\$ 1,398,858</u>	<u>\$ 8,720,804</u>

Changes in endowment net assets as of June 30, 2023 are as follows:

	Without donor restrictions	With donor restrictions	Total
Endowment net assets, beginning of year	\$ 7,020,681	\$ 1,336,708	\$ 8,357,389
Investment gain, net	651,265	123,892	775,157
Appropriation of endowment assets for expenditure	(350,000)	(61,742)	(411,742)
Endowment net assets, end of year	<u>\$ 7,321,946</u>	<u>\$ 1,398,858</u>	<u>\$ 8,720,804</u>

Note 8. Net Assets without Donor Restrictions

The Organization's net assets without donor restrictions is comprised of the following:

June 30,	2023
Undesignated	\$ 19,091,086
Board-designated endowment funds	7,321,946
Board-designated for priority needs	1,794,827
<i>Total net assets without donor restrictions</i>	<u>\$ 28,207,859</u>

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Note 9. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2023
Subject to expenditure for specified purpose or period:	
Art supplies	\$ 12,478
Technology	30,943
Lakes Region Riding Academy	14,191
Professional development	37,895
Reading tutoring	15,000
Miscellaneous	27,021
Contributions and grant receivable	<u>21,056</u>
<i>Total subject to expenditure for specified purpose or period</i>	158,584
Endowments subject to the Organization's spending policy and appropriation:	
Investments in perpetuity (original amount of \$674,620), which once appropriated, is expendable to support the Organization's programs	<u>1,398,858</u>
Beneficial interest in assets held by others:	
Beneficial interests in trusts	<u>2,450,008</u>
<i>Total net assets with donor restrictions</i>	<u><u>\$ 4,007,450</u></u>

Note 10. Tuition Income

Tuition income reported on the statement of activities and changes in net assets includes instructional revenue and residential revenue as follows:

Instructional revenue	\$ 7,925,685
Residential revenue	16,813,120
<i>Total</i>	<u><u>\$ 24,738,805</u></u>

Note 11. Retirement Plan

The Organization maintains a defined contribution 403(b) qualified retirement plan ("the Plan"). The Plan covers all employees of the Organization who have completed two years of service and who are at least twenty-one years of age. Each year, the Organization contributes to the Plan in accordance with the Plan document. Participants may make elective wage and salary deferrals into this plan. All participants are 100% vested upon entry. Included in employee benefits in the statement of functional expenses is the retirement expense amounting to \$494,430 for the year ended June 30, 2023.

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

Note 12. Liquidity and Availability of Resources

The Organization's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

June 30,	2023
Cash	\$ 6,434,994
Accounts receivable	2,950,970
Grants receivable	1,056
Contributions receivable, net	20,000
Beneficial interests in trusts	2,450,008
Investments	11,151,070
<i>Total financial assets</i>	<u>23,008,098</u>
Less amounts unavailable for general expenditures within one year due to:	
Restricted by donors with time or purpose restrictions	(179,640)
Subject to appropriation and satisfaction of donor restrictions	(1,337,858)
Beneficial interests in trusts	<u>(2,450,008)</u>
	(3,967,506)
Amounts unavailable to management without Board's approval:	
Board-designated net assets	<u>(8,766,773)</u>
<i>Total financial assets available to management for general expenditure within one year</i>	<u><u>\$ 10,273,819</u></u>

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. Additionally, the Organization has board-designated net assets without donor restrictions that, while the Organization does not intend to spend these for purposes other than those identified, the amounts could be made available for current operations, if necessary.

Note 13. Related Party Transactions

The Organization receives financing from a bank which employs one of the Organization's board members. Another board member is also a board of director of that bank. In addition, another board member is president of the company that manages the Organization's retirement plan.

Note 14. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

The three levels of the fair value hierarchy are as follows:

- Level 1 – inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Organization has valued its investments, listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – inputs are generally unobservable and typically reflect management’s estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2023:

	Level 1	Level 2	Level 3
Cash and money market funds	\$ 392,551	\$ -	-
Repurchase agreements	-	4,387,354	-
Equities:			
Communication services	216,059	-	-
Consumer discretionary	658,645	-	-
Consumer staples	300,664	-	-
Energy	287,661	-	-
Financials	758,335	-	-
Health care	697,415	-	-
Industrials	549,555	-	-
Information technology	1,390,563	-	-
Materials	286,984	-	-
Real estate	112,254	-	-
Utilities	93,863	-	-
Alternatives	161,564	-	-
Debt and equity mutual funds	1,460,712	-	-
Fixed income:			
Government and government agencies	-	1,717,190	-
Corporate bonds	-	2,067,055	-
Contributions receivable	-	-	20,000
Beneficial interests in trusts	-	-	2,450,008
<i>Total</i>	<u>\$ 7,366,825</u>	<u>\$ 8,171,599</u>	<u>\$ 2,470,008</u>

SPAULDING ACADEMY & FAMILY SERVICES

NOTES TO FINANCIAL STATEMENTS

The following table presents the change in Level 3 instruments for the year ended June 30, 2023:

	Contributions receivable	Beneficial interests in trusts
Balance, beginning of year	\$ 40,000	\$ 2,397,287
Contribution payments	(20,000)	
Total realized and unrealized gains, included in changes in net assets		52,721
Balance, end of year	<u>\$ 20,000</u>	<u>\$ 2,450,008</u>

Note 15. Commitments

During the year ended June 30, 2023, the Organization entered into a contract for the renovation of one of its existing buildings. The contract totaled approximately \$829,000 and is scheduled to be completed during the year ended June 30, 2024. As of June 30, 2023, there was approximately \$803,000 remaining on the contract.

Note 16. Subsequent Events

The Organization has evaluated subsequent events through September 26, 2023, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. There were no subsequent events identified that would require disclosure in the financial statements for the year ended June 30, 2023.



SPAULDING

ACADEMY & FAMILY SERVICES

1871 Celebrating 150 Years 2021

Board of Directors September 2023

Chair

Michael F. Ventura
President and CEO
Independence Financial Advisors

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Michael D. Bourbeau

[Redacted]

Scott D. McGuffin, Esq.

[Redacted]

Vice Chair

Hali B. Dearborn

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Catherine Duffy-Cullity

[Redacted]

Marcus S. Weeks

[Redacted]

Treasurer

Ronald L. Magoon
Chief Executive Officer
Franklin Savings Bank

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Michael L. Flaherty

[Redacted]

Peter C. White

[Redacted]

Suzanne H. Gottling

[Redacted]

Secretary

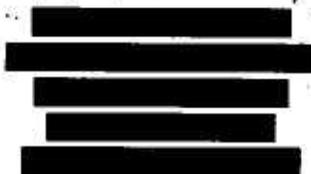
Daniel S. Kaplan

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Charles Lloyd, Ed.D.
President
White Mountains Community
College

[Redacted]

TODD C. EMMONS



EXPERIENCE

Spaulding Youth Center Northfield, New Hampshire 2/17 to present

President and Chief Executive Officer (appointed 10/20).

Chief Financial Officer. Responsibilities include providing leadership, supervision, and oversight for all business and financial activities, including the payroll office; coordinating, preparing, and administering annual operating and capital budgets and providing multi-year financial projections; working with state agencies to develop and negotiate tuition rates and receivables balances; working with the Board of Directors and multiple sub committees, providing regular reports and updates, and actively engaging in monthly meetings; and overseeing and managing all strategic and tactical projects as required. Accomplishments include overhauling staffing and budgeting processes, improving relationships with the Department of Education, and improving communication and trust with all campus constituencies.

Colby-Sawyer College New London, New Hampshire 1/12 to 8/16

Vice President of Finance and Operations / Treasurer. Responsibilities include all aspects of financial operations, facilities, dining services, information technology, library, institutional research, college store, and capital expenditures. Initial appointment included only finance office and IT, with substantial additional responsibilities added. Accomplishments included successfully negotiating bond deal, re-organizing financial budget model, expansion of college operations, transitioning facilities from an outside vendor to inside management, and overseeing capital expansion, including the current construction of the new fine and performing arts building.

Quinsigamond Community College Worcester, Massachusetts 1/07 to 1/12

Vice President for Administrative Services / Chief Financial Officer. Chief fiscal and administrative officer, overseeing all aspects of the College's fiscal operations, physical plant operations, infrastructure and environment, capital improvements, technology, campus security, auxiliary services, and institutional research & planning. Significant accomplishments include restructuring the internal budget models and reporting processes, both to the internal community and to external constituencies, including the Board of Trustees; overseeing significant investments into the campus infrastructure,

involving the expenditure of over \$12 million in various capital initiatives; adding significant financial flexibility to the fiscal operations by more than doubling the level of unrestricted reserves; reorganized IT department and expanded delivery and investment in IT-related areas; improved working relationship with external agencies, especially various state agencies and elected officials.

Elms College Chicopee, Massachusetts 9/03 to 9/06

Vice President of Finance and Operations. Chief Financial Officer responsible for all business office activities, student accounts, payroll, human resources, information technology, physical plant, dining services, post office, telephone, and bookstore activities. Significant accomplishments included: a complete restructuring of the Business Office and related offices, including Student Accounts and Financial Aid; the introduction of analytical models into the budget and enrollment processes, along with establishing a more formalized, informed, and inclusive budget process; overseeing a conversion of the administrative software system; overhauling the college's investment portfolio and the development of an investment policy statement; and the restoration of financial stability into the college's operating performance.

Daniel Webster College Nashua, New Hampshire 4/98 to 9/03

Vice President of Finance and Operations. Chief Financial Officer responsible for all financial and operational matters of the College, including: cash management, accounts receivable, accounts payable, and payroll; \$22 million operating budget; audit compliance; risk management; oversight of all investment and banking activities; and chief human resource officer. Also, managed physical plant, dining services, post office, payroll, telephone, and bookstore activities. Significant accomplishments included: complete reorganization of Business Office (personnel and policies); change in banking relationship and doubling of line of credit; refinancing of existing long term debt; and restructuring of physical plant, insurance, bookstore, and dining operations.

Lecturer. Business Management Department

Saint Anselm College Manchester, New Hampshire 9/85 to 4/98

Assistant Treasurer. Responsible for financial matters of the College, including: analysis of operating budget (\$45 million); College risk manager, managing all lines of insurance; management of College's public financing (Series 1989, 1993, 1996 and 1998); administration of financial custody and control of College's estates and trusts; supervisory responsibility for communications, campus bookstore, and post office areas; director of investment protocol and supervision of College's long term investment portfolio (\$46 million); and administrative oversight of Human Resources, Dining Services, Financial Aid, Security, and Maintenance departments.

Assistant Professor. Economics and Business Department.

United States Trust Company of New York New York, New York 9/81 to 8/85

Economics Officer: International Economist. Professional responsibilities included analysis of major international economies, preparation of foreign trade and exchange rate forecasts, and country risk analyses. Principal author of publications *International Economic Focus* and *International Statistics*, and contributing writer to department's *Quarterly Economic Outlook*. Frequent speaker at Economic Advisory Service seminars.

Irving Trust Company New York, New York 4/78 to 8/81

Manager, Economic Analysis and Planning Department. Principal responsibilities included overall management, project control, and coordination of department activities - encompassing statistical research section, graphics department, and Bank Library. Other assignments involved serving as the Divisional Controller, administering personnel policies, and serving as the sales/production manager of Irving Trust Company's graphics service, Irving Economic Service.

EDUCATION

Stern School of Business, New York University New York, New York
MBA Finance (June, 1985)

London School of Economics & Political Science London, England
MSc. Economics (June, 1977)

Saint Anselm College Manchester, New Hampshire
BA Economics, cum laude (May, 1975)

OTHER

Board Member, Community College System of New Hampshire (CCSNH), Vice Chair, Audit Committee.

Board Member, New Hampshire Health and Higher Education Financing Authority (NH HEFA)

MEAGHAN T. EMMONS

Work Experience

Spaulding Academy & Family Services

Chief Financial Officer

June 2022-Present

Alera Group

Northern New England Finance Manager

January 2022-June 2022

Work with New England Alera offices to lead and direct financial activities.

- Direct day to day accounting activities for offices in coordination with office or regional finance/accounting employees
- Manage finance and accounting team
- Identify and implement opportunities to use regional and/or corporate resources to increase efficiencies across various offices
- Assist in tracking and maximizing opportunities for increasing revenue using synergies across the region

Granite Group Benefits, Manchester NH

Senior Vice President of Finance

June 2003-Present

Worked up from Business Manager to Director of Finance and Operations to CFO increasing responsibility to current role of Senior VP of Finance. Managing all aspects of the Financial Management of a successful employee benefits insurance office as well as oversight of office management and industry regulatory requirements

- Lead the process of due diligence and valuation for the sale of the company including financial reporting and analysis, overview of business operations, employee matters and compensation, and systems and technology infrastructure.
- Oversee all financial transactions of the business including cash inflow and outflow; maintain bank account information and relationships; accounts payable and accounts receivable; and budgeting
- Participate in company strategic planning and income analysis
- Maintain agency management system software including reporting and commission coordination and payment
- Create and maintain custom financial spreadsheets to track as well as project income and expenses
- Manage all monthly and yearly financial reporting, reconciliations, analysis and company valuations
- Assist in annual tax preparation
- Prepare annual 5500 reports for clients for filing in accordance with ERISA requirements
- Oversee and coordinate all company business insurance coverage
- Oversee and coordinate all office industry regulatory licensing and insurance carrier contracting
- Supervise administrative staff to oversee office operations, maintenance and upkeep
- Plan and coordinate company retreats and team building activities, both on and off site

Saint Anselm College, Manchester NH

Office of Student Activities and Leadership Programs

Student Programs Coordinator

January 2003-June 2003

Led a busy Student Activities office and oversaw student volunteers in planning and implementing extracurricular activities for students (Interim position)

- Responsible for the development, coordination, implementation, and/or supervision of all activities and events sponsored by the Student Activities and Leadership programs as well as student run organizations
- Manage on campus student events including performance contracts and all financial matters
- Advise the Campus Activities Board (CAB) in all Theme Weeks and miscellaneous semester events as well as the development, planning, budgeting, and marketing of events

- Assist with the planning of New Student Orientation, Family Weekend, Fall Programming, and Recognition Awards.
- Serve as a resource on contract matters, liability and risk avoidance and ensure compliance with college regulations

Volunteer Experience

UpReach Therapeutic Riding Center, Goffstown NH

January 2012-Present

Work with students and staff during both mounted and unmounted therapy programs harnessing the power of the horse

- Provide assistance in grooming, tacking and general horse knowledge and behavior for mounted and unmounted programming
- Lead horse or walk alongside rider and interact and participate with the student, providing various support - physical, emotional, reinforcing directions, and assisting with skills as needed throughout the session

New England Parkinson's Ride, Old Orchard Beach ME

September 2016-Present

Participate in an annual cycling fundraiser with over 1000 riders for the benefit of Parkinson's Research

- Assist in planning and preparation for ride weekend throughout the year as well as attending ride weekend from set up to break down
- Lead registration volunteer, implementing processes to streamline and speed up check in and bib registration process for more than 1000 riders

Education

Southern New Hampshire University, Manchester NH

September 2007

Masters in Business Administration

St. Anselm College, Manchester NH

May 2002

Bachelor of Arts, Cum Laude, Liberal Studies in the Great Books

Awarded Certificates in Spanish and Communications, Dean's List of Scholars, Delta Epsilon Sigma Honor Society

Skills

Proficient in a wide variety of computer programs including Microsoft Office Suite, QuickBooks Financial Software, as well as experience with both Microsoft and Apple Operating systems

References available upon request

AMANDA G. CHAMPAGNE, MS, MBA

Professional Summary

Exceptional leader and mentor in the areas of business administration, management, conflict resolution, crisis prevention, treatment plan orientation, process, procedure and policy development, and family, child, and adolescent development. Technologically savvy with outstanding relationship-building, training, and presentation skills. Experience and training in accreditation surveying for CARF. Experienced in online adult learning management through various platforms including curriculum and subject matter review.

Skills

- Critical Thinking Skills
- Detailed oriented
- Extremely well organized
- Team leadership
- Conflict resolution
- Flexible
- Process, Procedure, and Policy minded
- Report writing
- Online training experience
- Training program development
- Documentation and reporting
- Works well under pressure
- Microsoft Office proficiency
- Crisis Management and de-escalation skills

Work History

Administrative Surveyor- 10/2023- Present

CARF International (Commission on Accreditation of Rehabilitation Facilities) – Tuscan, AZ

- Administrative Review for conformance to the ASPIRE standards.
- Review of all program-related responsibilities for the accreditation surveyor for various programs
- Knowledgeable of Behavioral Health and Child and Youth Standards
- Provides recommendations and collaboration around best practices and conformance to the standards.
- Acts as a team leader for the organization of the survey process, completes accreditation reports, and submits accreditation recommendations.

Academic Support/ Subject Matter Expert- March 2023- Present

University System of New Hampshire, College of Professional Studies- Manchester, NH

- Review course layout, subject, and activity areas.
- Research best practices and relevant content for the new/ established curriculum for various courses.
- Updating and creating learning objectives, activities, and learning outcomes.

Vice President of Family Services, 8/2023- Present

Executive Director of Family Services, 9/2020 to 8/2023

Spaulding Academy & Family Services– Northfield, NH

- Manages and administers all aspects of the Family Services Program including Residential, Clinical, Behavioral, Health Services, Community Based Services, and Training.
- Oversight compliance and adherence to all licensing, administrative, and accreditation entities.
- Develop and maintain budget requirements for all program components including contract manager for all program-related contracts.
- Implemented and prepared for CARF accreditation and continuous quality improvement.
- Oversees and evaluates all aspects of business operations for Spaulding's Programs.
- Signatory on behalf of the Spaulding Program and Business
- Develop and implement new sources of revenue and programs for children, youth, and adults
- Executive Leader- provides coaching, mentoring, and guiding Directors and program staff

Academic Instructor, CWEP, 06/2018 to Current

Granite State College – Concord, NH

- Online instruction for a variety of topics related to child and adolescent development, supporting children with traumatic backgrounds, child welfare, Autism, Managing Severe behaviors, Teen Adolescents Needs, FACES Classes
- Managing an online continuing education environment
- Reviewing materials, supporting information, and expertise for the continual education of others
- Grading and managing adult online learners, providing feedback and correction

Director of Residential Services, 10/2014 to September 2020

Spaulding Youth Center – Northfield, NH

- Manages and administers all aspects of the Residential Services Program.
- Manages a 71-bed facility for children and young adults for 5 residential units.
- Develops, and maintains all residential aspects of a 14-million-dollar budget
- Oversees and evaluates all aspects of business operations.
- Oversees and recommends clinical intervention for behavioral programming.
- Program fidelity with regard to rules and regulations set forth by several NH State Agencies.
- Program Director with regard to Child Care Licensing and NH DHHS
- Recruitment, Retention as well as all supervisory aspects of over 90 staff

Assistant Residential Director, 12/2013 to 10/2014

Spaulding Youth Center – Northfield, NH

- Program Quality Assurance Scheduling of all residential buildings Budget planning and review of expenditures Crisis Intervention/ Behavior Management for students and families Responsible for licensure Supervision of all residential components.

Residential Supervisor/ Senior Supervisor, 02/2006 to 12/2013

Spaulding Youth Center – Northfield, NH

- Direct supervision of all residential components Payroll, hiring, discipline of policy and procedure for all staff Revision and instruction of treatment plans and IEP for students Authorization for extended room and board for the states of Maine and Connecticut Facilitate and coordinate training for all residential staff.

Residential Counselor III, 11/2000 to 02/2006

Spaulding Youth Center – Northfield, NH

- Direct care of students with disabilities Case management including monthly reports, weekly reports, treatment plans, goals, and objectives.
- Tracking and using behavioral excess and behavioral deficit data Payroll and supervisory duties.

Softscape Foreman, Belknap Landscape Company, 05/1998 to 11/2000

Belknap Landscape Co Inc. – Gilford, NH

- Pruning, weeding, annuals, and perennials installation
- Ordering and reporting materials used and given
- Plant and flower bed design.

Education

Master of Business Administration, January 2019

Southern New Hampshire University - Manchester, NH

GPA: 3.8

Master of Psychology: Child and Adolescent Development, June 2015

Southern New Hampshire University - Manchester, NH

GPA: 3.9

B.S: Psychology, Family Studies, June 2012

Granite State College - Concord, NH

A. S: Human Service, June 2008

Laconia Community Technical College - Laconia, NH

Licensed Nursing Assistant, 2005

Lakes Region Community College - Laconia, NH

Accomplishments

- Professional Crisis Management trainer and Instructor.
- CARF Accreditation Facilitator and Key Point of Contact
- CARF Administrative Surveyor
- Trust Based Relational Interventions
- Positive Behavior Intervention and Support.
- Positive Relationships in a Healing Environment.
- Behavioral Tools.
- Policy and Procedure Facilitator
- Exceptional prevention, de-escalation, and crisis management skills.
- ALICE Instructor certified.
- Justice of the Peace
- CANS Certified Instructor

Volunteer Associations

- Board Member, Tilton, and Northfield Youth Assistance Program, since 2017
- Board Member, Lakes Region United Soccer, 2018-2021
- Registrar, Lakes Region United Soccer, since 2018-2021

References

Excellent references are available on request.

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: Spaulding Academy & Family Services

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Todd C Emmons	CEO	\$137,500.00	\$265,000.00
Meaghan Emmons	CFO	\$96,250.00	\$175,000.00
Amanda Champagne	Vice President	\$150,000.00	\$150,000.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC

32C



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
 Commissioner
 Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9544 1-800-852-3345 Ext. 9544
 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2023

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below to continue to provide behavioral health residential treatment services for children, youth and young adults to meet their behavioral health needs by exercising contract renewal options by increasing the total price limitation by \$89,228,148.00 from \$189,715,897.18 to \$278,944,045.18 and extending the completion date from June 30, 2024, to June 30, 2025, effective retroactive to July 1, 2023, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease) Request #1	Revised	G&C Approval
Chase Home for Children in Portsmouth, N.H. Portsmouth, NH	159596	Portsmouth, NH	\$4,758,056.00	\$2,399,362.00	\$7,157,418.00	O: 8/4/21 Item #15
Devereux Foundation, dba Devereux Advanced Behavioral Health, Massachusetts & Rhode Island (Devereux MA/RI) Rutland, MA	168896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$8,960,555.00	(\$482,455.00)	\$6,478,100.00	O: 8/4/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	\$4,290,335.00	\$1,843,428.00	\$6,133,763.00	O: 7/14/21 Item #14
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Manchester, NH	\$33,670,236.00	\$2,282,662.00	\$35,952,898.00	O: 7/14/21 Item #14

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 5

The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$19,903,207.01	\$1,261,771.00	\$21,164,978.01	O: 7/14/21 Item #14
Nashua Children's Home Nashua, NH	154120	Nashua, NH	\$9,804,960.00	\$8,943,206.00	\$18,748,166.00	O: 7/14/21 Item #14
Orion House, Incorporated Newport, NH	154861	Newport, NH	\$3,190,423.00	\$2,088,218.00	\$5,278,641.00	O: 8/4/21 Item #15 A01: 6/28/2023 Item #43
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	\$11,382,600.17	\$9,201,186.00	\$19,583,786.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	\$50,443,273.00	\$27,298,863.00	\$77,742,136.00	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$11,215,992.00	\$8,318,030.00	\$19,534,022.00	O: 10/13/21 Item #38B
Stetson School, Inc. Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$7,280,334.00	\$6,497,460.00	\$13,777,794.00	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$15,885,099.00	\$18,781,753.00	\$34,666,852.00	O: 8/4/21 Item #15
Webster House Manchester, NH	318295	Manchester, NH	\$4,543,650.00	\$531,453.00	\$5,075,103.00	O: 7/14/21 Item #14 A01: 6/28/2023 Item #43
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	\$6,387,177.00	\$1,263,211.00	\$7,650,388.00	O: 7/14/21 Item #14
		Total:	\$189,715,897.18	\$89,228,148.00	\$278,944,045.18	

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 5

2) Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend the existing contract with Mount Prospect Academy, Inc. (vendor #168139), Plymouth, NH, to allow the Department to make payments for shelter care services provided, by exercising a contract renewal option, by increasing the price limitation by \$39,200,757 from \$47,176,194 to \$86,376,951, and extending the completion date from June 30, 2024 to June 30, 2025, effective **Retroactive** to January 1, 2023, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client. The original contract was approved by Governor and Council on August 4, 2021, Item #15.

Funds are 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.

Because the Bridge System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber.

Depending on the eligibility of the client, funding type is determined at the time of payment, based on individual eligibility through the Division for Behavioral Health, Division for Children, Youth and Families, or other Department of Health and Human Services involved youth. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

Request #1 is **Retroactive** to align with the July 1, 2023, effective date of the residential treatment rate increases included in Chapter 79, Section 445, Laws of 2023 (i.e., House Bill 2). Additionally the Department needed to complete a rate setting adjustment determination resulting from a two-year review with DHHS Medicaid. The Department was therefore unable to implement the rate increases until completion of the budget process and the rate setting adjustment determination, which was necessary to better align rates with vendors' actual costs.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 5

Request #2 is **Retroactive** to allow the Department to make payments for shelter care services provided. The Department needed Mount Prospect Academy to continue providing critical short-term residential shelter care services to adolescents in crisis during ongoing negotiations between the Department and Contractor to transition these services to this Residential Treatment Services for Children's Behavioral Health contract. The Department initially entered into negotiations with the Contractor regarding residential daily rates in 2022. Negotiations took longer than expected due to the need for a comprehensive re-examination of the rate setting process conducted by the Department over the last year.

The purpose of this request is to increase funding and extend the completion date for the continued provision of behavioral health services in residential treatment settings to children, youth and young adults who have heightened behavioral health needs that require more intensive treatment than what is offered in their home and community.

Also this request is to add scope to Mount Prospect Academy's contract to include the Short-term Treatment Education and Planning (STEP) program that provides short term treatment to youth who are in need of a brief episode of treatment and a specific focus on discharge planning for a successful return to their home and community. The Department will also compensate the Contractor for costs incurred for the provision of short-term residential shelter care services to adolescents in crisis.

The Contractors will continue to deliver evidence-based and trauma-informed clinical services, as an essential part of the Children's System of Care, to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. As a result of these contracts, the Department has seen a reduced number of placements outside of New England. The Contractors will continue supporting the Department's efforts to provide better long-term outcomes for youth by providing services that are short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act and adherence to RSA 135-F.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor determines whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2025

The Department will continue to monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraints and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of length of stay; and
- Reduction of staff turnover and retention of quality staff.

As referenced in Exhibit A of the original agreements, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the six (6) years available.

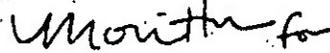
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

Should the Governor and Executive Council not authorize this request, the Department's ability to ensure adherence to RSA 135-F and implementation of required trauma-informed models and evidence-based models for residential treatment programs, and secure funding through the Family First Prevention Services Act and IV-E would be jeopardized. Furthermore, access to treatment for all youth may be limited, which could impact the quality of services available, increase length of stay and service costs, and limit the ability of youth to return home. Lastly, the Department would need to rely more heavily on placements beyond New England.

Source of Federal Funds: Assistance Listing Number # 93.658, FAIN #'s 2101NHFOST and 2301NHFOST; Assistance Listing Number # 93.558, FAIN #'s 2101NHTANF and 2301NHTANF; Assistance Listing Number # 93.659, FAIN #'s 2101NHADPT and 2301NHADPT; Assistance Listing Number # 93.778, FAIN #'s 2105NH5ADM and 2305NH5ADM.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State", or "Department") and Spaulding Academy & Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 14, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$77,742,136
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B, Scope of Services, Subsection 1.9., to read:
1.9. The Contractor shall accommodate visits of the DHHS staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW), and the CME Care Coordinator.
5. Modify Exhibit B, Scope of Services, Subparagraph 1.11.3.2., to read:
1.11.3.2. The Contractor shall ensure the training program is made up of a comprehensive schedule that supports orientation, ongoing training, refreshers and annual training.
6. Modify Exhibit B, Scope of Services, Part 1.11.3.6.1., to read:
1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families:
1.11.3.6.1.1. These staff shall complete Better Together with Birth Parents within the first 18 months of being hired to the position.
7. Modify Exhibit B, Scope of Services, Paragraph 1.13.4., to read:
1.13.4. The Contractor shall appropriately assign individuals a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
8. Modify Exhibit B, Scope of Services, Subparagraph 1.13.6.4., to read:
1.13.6.4. The Contractor may choose to discharge when a child is in an acute psychiatric hospital or on runaway status for more than seven (7) calendar days.
9. Modify Exhibit B, Scope of Services, Paragraph 1.13.11., to read:
1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization, runaway status or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar

days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

10. Modify Exhibit B, Scope of Services, Paragraph 1.13.12. by adding Subparagraph 1.13.12.1., to read:

1.13.12.1. In cases where there is a proposed unplanned discharge, the Contractor shall ensure written notification is provided to the referral source and BCBH.

11. Modify Exhibit B, Scope of Services, Paragraph 1.13.14., to read:

1.13.14. The Contractor shall accept for admission to a program, however may deny if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match; or

1.13.14.6. The individual's needs fall well outside the program model.

12. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

1.19.4.1. Twenty-four (24) hour services.

13. Modify Exhibit B, Scope of Services, Paragraph 1.19.5. by adding Subparagraph 1.19.5.5., to read:

1.19.5.5. Previous assessments which have been completed including, but not limited to:

1.19.5.5.1. Any existing Functional Behavioral Assessment (FBA) or Behavioral Support Plan (BSP) in accordance with RSA 170-G:4-e.

1.19.5.5.1.1. If an FBA is clinically indicated and has not been conducted, the Contractor shall provide recommendation to the treatment team that an assessment be initiated.

1.19.5.5.1.2. The Contractor shall develop a policy regarding integration of FBAs and BSPs.

14. Modify Exhibit B, Scope of Services, Paragraph 1.23.1., to read:

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 unless that program qualifies as CBAT or ICBAT or Level of Care 3, Intensive Treatment, Option A: Intensive Treatment, Short Term.

15. Modify Exhibit B, Scope of Services, Paragraph 1.23.3., to read:

1.23.3. The Contractor shall work with the Department's CME Contractor, or other aftercare service providers with the goal of reducing recidivism and reentry into residential treatment from their home and community.

16. Modify Exhibit B, Scope of Services, Paragraph 1.25.4., to read:

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service, including, but not limited to:

1.25.4.1. Notification in writing in accordance with the permissible reasons for denial, to

the referral source and BCBH.

17. Modify Exhibit B, Scope of Services, Paragraph 1.26.2., to read:

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement or until the program has been successfully implemented. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each; and

1.26.2.1.3. Scheduled work for the upcoming week; and

1.26.2.2. Provide a report summarizing the results of the status telephone call.

18. Modify Exhibit B, Scope of Services, Subsection 3.1. by adding Paragraph 3.1.2., to read:

3.1.2. The Contractor shall agree that all of the ratios listed in Section 3. have 1:1 staff built into the ratio as needed on a case by case basis, the Contractor further agrees:

3.1.2.1. To not request additional funding for 1:1 staffing; and

3.1.2.2. That 2:1 staffing is beyond what is intended in the ratio, and may be requested of the Department.

19. Modify Exhibit B, Scope of Services, Subsection 5.1., to read:

5.1 The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A	
Key Output and Process Data	
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS. The below is subject to change or additional guidance may be provided by DHHS.	
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation). This shall be included and provided in the Department's approved workbook format on a monthly basis.	
This raw data does not need to be in the quarterly report, however there should be analysis of the data (frequency/interpretation) in the quarterly report. If any of the data elements are not captured in the workbook, this shall also be explained in the analysis.	
Key dates per child: referral, acceptance, admission, discharge. This shall be included and provided in the Department's approved workbook format on a monthly basis.	
This raw data does not need to be in the quarterly report, however there should be analysis of the data (referral trends, timing for acceptance, admission and discharge) in the quarterly report.	
Number of children currently placed in the program at the time of the quarterly report.	

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Percent of contracted beds currently used at the time of the quarterly report.
Turnover information (e.g., total number of staff, how many left, and reason why) over the quarter by program, and if shared, indicate a shared position.
Number of days the program does not meet contractually required staffing ratios over the quarter, and which staff positions.
Number of accepted referrals and the number of new admissions (and location prior to admission) over the quarter by month.
Number of rejected referrals over the quarter by month.
Number of children discharged (and the reason for discharge) over the quarter by month.
Number of family planning team treatment meetings per child (and caregiver, youth attendance) over the quarter by month.
Number of treatment meetings led by youth over the quarter by month. If the youth did not lead or attend their meetings, include the reasons why.
Number of contacts with family/caregivers per child over the quarter by month.
Percent of children placed outside of their school district over the quarter by month.
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints over the quarter by month, by child, as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Number of seclusions over the quarter by month by child as well as total for the program by month. Monthly totals must also be sent via the required incident reporting process.
Discharge locations over the quarter by month unless covered in referral, discharge and admissions.
Whether or not the CME was involved

20. Modify Exhibit B, Scope of Services, Subsection 5.3., to read:

5.3. The Contractor shall provide reports monthly by the 15th of each month with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.

5.3.1. Reporting shall include point in time census information, including, but not limited to:

5.3.1.1. Number of total youth (regardless of referral) being served by each program.

5.3.1.2. Number of NH DHHS youth being served by each program, including, but not limited to:

5.3.1.2.1. Number of DCYF youth.

5.3.1.2.2. Number of BCBH youth.

5.3.1.3. Number beds available which are unoccupied (and could be

could be
TE

filled/operational).

5.3.1.4. Additional occupancy data points requested.

21. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge, Key performance metrics to read:

Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 months (based on program's after care services) and 12 months (based on internal data which DHHS will access through CME and DCYF system) • % of children receiving referral to after-care services (e.g., Fast Forward, Intensive Service Option, Home Based Therapeutic) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (based on internal DCYF data which DHHS will access)
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22. Modify Exhibit C, Payment Terms, Section 1., to read:

1. This Agreement is funded by:

- 1.1. Funds from Administration of Children and Families, Assistance Listing Number (ALN) #93.658; Federal Award Identification Number (FAIN) 2101NHFOST and 2301NHFOST.
- 1.2. Funds from Administration of Children and Families, ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.
- 1.3. Funds from Administration of Children and Families, ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.
- 1.4. Funds from Centers for Medicare and Medicaid Services, ALN #93.778, FAIN 2105NH5ADM and 2305NH5ADM.
- 1.5. General Funds

23. Modify Exhibit C, Payment Terms, Section 2., to read:

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds
 - 2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY

**SERVICES, CLASS 639 --TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
- 100% Federal Funds**

- 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 643 - STATE GENERAL FUNDS FOR PLACEMENT - 100% General Funds
- 2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES, CLASS 646 - TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds
- 2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 - OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

24. Modify Exhibit C, Payment Terms, Subsection 5.1., to read:

5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the tables listed under section 5.1.1. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

5.1.1.

Program - Community Residential Services	
Residential for eligible youth per day until 6/30/2023	\$789.08
Program - Intensive Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$911.00
Residential Non-IEP eligible youth per day until 6/30/2023	\$911.00
Program - Medically Intense Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$1,113.27
Residential Non-IEP eligible youth per day until 6/30/2023	\$1,113.27
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day until 6/30/2023	\$884.72
Residential Non-IEP eligible youth per day until 6/30/2023	\$884.72

Program - Community Residential Services	
Residential for eligible youth per day effective 7/1/2023	\$1,248.42
Program - Intensive Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,237.84
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,237.84
Program - Medically Intense Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,300.85
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,300.85
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day effective 7/1/2023	\$1,204.78
Residential Non-IEP eligible youth per day effective 7/1/2023	\$1,204.78

5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the

amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

5.1.3. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

25. Modify Exhibit C, Payment Terms, Subsection 5.3., to read:

5.3. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.3.1. Sub-total: \$77,294,436.00

5.3.2. SFY 22: \$16,665,191.00

5.3.3. SFY 23: \$16,665,191.00

5.3.4. SFY 24: \$21,982,027.00

5.3.5. SFY 25: \$21,982,027.00

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to 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

11/29/2023

Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Spaulding Academy & Family Services

11/28/2023

Date

DocuSigned by:
Todd C Emmons
Name: Todd Emmons
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/29/2023

Date

DocuSigned by:
Robyn Guarino
748734844044480
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shiblette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 28, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed \$145,278,814.18 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Dover Children's Home Dover, NH (VC# TBD)	Dover, NH	1,656,239.00	1,317,048.00	1,317,048.00	4,290,335.00
Easter Seals Manchester, NH (VC# 177204)	Manchester, NH	11,223,412.00	11,223,412.00	11,223,412.00	33,670,236.00
Home for Little Wanderers, Inc. Boston, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	7,306,201.01	6,298,503.00	6,298,503.00	19,903,207.01

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 5

Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barrs, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	\$49,869,640.18	\$47,654,587.00	\$47,654,587.00	\$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 5

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 648 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 5

Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibnette
Commissioner



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	62
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1. Robert Rodier, Administrator for DCYF
2. Richard Saraso, Administrator for DCYF
3. Shawn Baker, Program Specialist IV, CBH
4. Patje Morgan, Youth Voice
5. Tanja Godfredsen, Business Administrator, Finance



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Children's Home	Dover	81
3	Home for Little Wanderers	Unity House	78
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative MH	81
6	Nashua Children's Home	Nashua	81
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anne Home, Inc.	St. Ann's	85
10	Webster House	Webster	73

Reviewers Name and Title

- 1 Megan Sheehan, Program Specialist IV, DBH
- 2 Hannah Maynard, Program Specialist IV, DBH
- 3 Kara Buxton, Administrator, DCYF
- 4 Tanya Geddeson, Business Administrator, Finance

How: Respondent Department of the Army and Marine Services
 Bureau of Contract & Procurement
 Request for Proposal Summary Report Sheet



PROJECT TITLE		National Training Center for Contracting Support	
PROJECT ID NUMBER		W7-7021-004-12-0230	
LEVEL OF CARE		Level 1	
SCHEDULE		1/1/13-3/31/13	
26	Contractor Furniture	Option A - Level 1 Furniture	
27	Level 1 Furniture	Option A - Level 1 Furniture	
28	Level 1 Furniture	Option A - Level 1 Furniture	
29	Level 1 Furniture	Option A - Level 1 Furniture	
30	Level 1 Furniture	Option A - Level 1 Furniture	
31	Level 1 Furniture	Option A - Level 1 Furniture	
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100	Level 1 Furniture	Option A - Level 1 Furniture	

- 1. Option A - Level 1 Furniture
- 2. Option B - Level 1 Furniture
- 3. Option C - Level 1 Furniture
- 4. Option D - Level 1 Furniture
- 5. Option E - Level 1 Furniture
- 6. Option F - Level 1 Furniture
- 7. Option G - Level 1 Furniture
- 8. Option H - Level 1 Furniture
- 9. Option I - Level 1 Furniture
- 10. Option J - Level 1 Furniture
- 11. Option K - Level 1 Furniture
- 12. Option L - Level 1 Furniture
- 13. Option M - Level 1 Furniture
- 14. Option N - Level 1 Furniture
- 15. Option O - Level 1 Furniture
- 16. Option P - Level 1 Furniture
- 17. Option Q - Level 1 Furniture
- 18. Option R - Level 1 Furniture
- 19. Option S - Level 1 Furniture
- 20. Option T - Level 1 Furniture
- 21. Option U - Level 1 Furniture
- 22. Option V - Level 1 Furniture
- 23. Option W - Level 1 Furniture
- 24. Option X - Level 1 Furniture
- 25. Option Y - Level 1 Furniture
- 26. Option Z - Level 1 Furniture



New Hampshire Department of Health and Human Services
 Bureau of Contracts & Procurement
 Request for Proposal: Summary Score Sheet

PROJECT TITLE			
Residential Treatment Services for Children's Behavioral Health			
PROJECT ID NUMBER			
RFP-2021-DBH-12-RESID			
LEVEL OF CARE			
Level 4			
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	83
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Plus	88
3	Mount Prospect Academy, Inc.	Option D ERT Campton	83
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	86
5	St. Ann's Home, Inc.	Option B CBAT	81
6	St. Ann's Home, Inc.	Option C CBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	93
8	Youth Opportunities Upheld Inc.	Option C CBAT	88
9	Youth Opportunities Upheld Inc.	Option C CBAT	88
10	Mentor ABI (NeuroRestorative)	Option C CBAT	83

Reviewers Name and Title

- 1 Darryl Tenney, Program Specialist IV, CBH
- 2 Adela Bauman, Administrator, CBH
- 3 Eric Ungereif, Director for CBH
- 4 Rebecca Fredette, Administrator, DOE
- 5 Tania Godthreesen, Business Administrator, Finance
- 6 Elizabeth Laporte, Administrator, Finance

Subject: Residential Treatment Services for Children's Behavioral Health

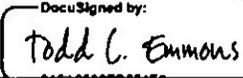
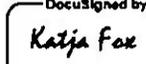
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Spaulding Academy & Family Services		1.4 Contractor Address 72 Spaulding Road, Northfield, NH 03276	
1.5 Contractor Phone Number (603) 286-8901 x:106	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$50,443,273
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/18/2021		1.12 Name and Title of Contractor Signatory Todd C. Emmons CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/23/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION: Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.
- 1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.
- 1.3. The Contractor shall provide residential treatment services with the purpose of:
 - 1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;
 - 1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;
 - 1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;
 - 1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team
 - 1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;
 - 1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;
 - 1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- teams, and DCYF staff to deliver treatment according to System of Care principles;
- 1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;
 - 1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;
 - 1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;
 - 1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and
 - 1.3.12. Providing programming that offers a home like atmosphere and access to the community.
- 1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.
 - 1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.
 - 1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.
 - 1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.
 - 1.8. The Contractor shall ensure residential treatment services:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.8.1. Shall be licensed, accredited and certified. Those that are not currently licensed, accredited and certified, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.
- 1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:
 - 1.8.2.1. RSA 170-E;
 - 1.8.2.2. RSA 170-G:8;
 - 1.8.2.3. RSA 126-U;
 - 1.8.2.4. RSA 135-F;
 - 1.8.2.5. He-C 4001;
 - 1.8.2.6. He-C 6350; and
 - 1.8.2.7. He-C 6420.
- 1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:
 - 1.8.3.1. RSA 126-U;
 - 1.8.3.2. He-C 6350; and
 - 1.8.3.3. He-C 6420.
- 1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.
- 1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.
- 1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).
- 1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.
- 1.11. **Staffing, Training and Development**
 - 1.11.1. **Talent Strategy**
 - 1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.
 - 1.11.2. **Staffing Ratios**
 - 1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positions as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

1.13. Admissions, Discharges and Transitions

- 1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.
- 1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.
- 1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:
 - 1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;
 - 1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;
 - 1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;
 - 1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;
- 1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.
- 1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.
 - 1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

TCE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- support a transition to a more appropriate level of care which aligns with the needs of the individual.
- 1.13.6. Discharge and Transition
 - 1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.
 - 1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.
 - 1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:
 - 1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.
 - 1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.
 - 1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community
 - 1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.
 - 1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.
- 1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- individual's successful transition from residential treatment to home, school, and community as soon as possible.
- 1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.
- 1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.
- 1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.
- 1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. The Contractor may discharge after seven (7) calendar days after the DHHS approved length of time has ended.
- 1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.
- 1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.
- 1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.13.14.1. There are no openings at the time of referral;
- 1.13.14.2. The age of the referred child is greatly different than the current milieu;
- 1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
- 1.13.14.4. There are specialty Care needs revealed during their course of treatment;
- 1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
- 1.13.14.6. The individual's needs fall well outside the program model;
- 1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
 - 1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
 - 1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
 - 1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.
- 1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/or their prioritized treatment goals have been met.
- 1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.
- 1.14. Restraint and Seclusion Practices**
 - 1.14.1. The Contractor shall comply with RSA 126-U.
 - 1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.
 - 1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Restraint Use ©, for Department review, including but not limited to the following:

- 1.14.3.1. Therapeutic Crisis Intervention (TCI),
- 1.14.3.2. Crisis Prevention Institute (CPI),
- 1.14.3.3. Professional Crisis Management (PCM),
- 1.14.3.4. Mandt,
- 1.14.3.5. Handle with Care, or
- 1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:
 - 1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.
 - 1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.
 - 1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.
 - 1.15.1.1.2.4. Developing a youth peer mentor model.
- 1.15.1.2. Family Voice and Engagement
 - 1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:
 - 1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.
 - 1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.
 - 1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.
 - 1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.
 - 1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.
 - 1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.
 - 1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.
 - 1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.
- 1.17. Multidisciplinary Approach**
- 1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:
 - 1.17.1.1. Residential
 - 1.17.1.2. Education
 - 1.17.1.3. Clinical Medical
 - 1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.
 - 1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.
- 1.18. Treatment Settings**
- 1.18.1. The Contractor shall provide treatment settings that are:
 - 1.18.1.1. Nurturing.
 - 1.18.1.2. Family-friendly.
 - 1.18.1.3. Provide for normalcy.
 - 1.18.1.4. Approximate community-based settings in as many ways as possible.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.18.1.5. Safe.
- 1.18.1.6. Predictable and consistent across education, residential and clinical services.
- 1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.
- 1.19. Targeted and Active Treatment**
 - 1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.
 - 1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:
 - 1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;
 - 1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and
 - 1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.
 - 1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services
 - 1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:
 - 1.19.4.1. Twenty-four (24) services,
 - 1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,
 - 1.19.4.3. Family engagement,
 - 1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.19.4.5. Coordination of education services, and/or
- 1.19.4.6. Additional services based on the Level of Care identified and the program model
- 1.19.5. The Contractor shall provide residential treatment services which include consideration for:
 - 1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
 - 1.19.5.2. The age and developmental level of the population.
 - 1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
 - 1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.
- 1.20. Trauma Informed Care**
 - 1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals
 - 1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
 - 1.20.2.1. Safety
 - 1.20.2.2. Trustworthiness and Transparency
 - 1.20.2.3. Peer Support
 - 1.20.2.4. Collaboration and Mutuality
 - 1.20.2.5. Empowerment, Voice and Choice
 - 1.20.2.6. Cultural, Historical, and Gender Issues
 - 1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.
 - 1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.
 - 1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

- 1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
- 1.21.1.2. Cognitive Behavior Therapy
- 1.21.1.3. Dialectic Behavior Therapy
- 1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to test stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.
- 1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:
 - 1.23.2.1. Consultation with both the family, service providers and CME.
 - 1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.
 - 1.23.2.3. Phone calls with the family as needed.
- 1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

- 1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

- 1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:
 - 1.25.1.1. Those required in 1.8.2 and 1.8.3.
 - 1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;
 - 1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;
 - 1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;
- 1.25.1.6. Progressive staff discipline, leading to administrative discharge;
- 1.25.1.7. Reporting and appealing staff grievances;
- 1.25.1.8. Reporting employee injuries
- 1.25.1.9. Client rights, grievance and appeals policies and procedures;
- 1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:
 - 1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and
 - 1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:
 - 1.25.1.10.2.1. Temperature testing; and
 - 1.25.1.10.2.2. Observations by same-sex staff members.
- 1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 1.25.1.12. Procedures related to quality assurance and quality improvement.
- 1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:
 - 1.25.2.1. Organized
 - 1.25.2.2. Easy to read and understand;
 - 1.25.2.3. Complete, containing all the parts; and
 - 1.25.2.4. Up-to-date,

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.
- 1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.
- 1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:
 - 1.25.5.1. Informing the client of the reason for denial;
 - 1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;
 - 1.25.5.3. Maintaining a detailed record of the information or assistance provided.
- 1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

- 1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.
- 1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:
 - 1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:
 - 1.26.2.1.1. Key work performed;
 - 1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.
 - 1.26.2.1.3. Scheduled work for the upcoming week.
 - 1.26.2.2. Provide a report summarizing the results of the status telephone call.
- 1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

- 1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.
- 1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.26.3.2.1. Data.
 - 1.26.3.2.2. Financial records.
 - 1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 1.26.3.2.5. Scheduled phone access to Contractor principals and staff.
 - 1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

- 2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.
- 2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.
- 2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.
 - 2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

ICE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Reserved				
Level of Care 2, Intermediate Treatment	Spaulding Academy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (IRP)	Spaulding Academy & Family Services	Northfield, NH	15	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (MIP)	Spaulding Academy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (NBIP)	Spaulding Academy & Family Services	Northfield, NH	20	N/A
Reserved				

2.4. Reserved

2.5. Reserved

2.6. Level of Care 2, Intermediate Treatment

2.6.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.6.1.1. Residential treatment and community based services based on the individual's unique needs.

2.6.1.2. Professionals, onsite and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 2.6.2.2. Supervision dependent on the need of the individual and program model.
- 2.6.2.3. Community Supports
- 2.6.2.4. Access to public school education or alternative approved educational setting
- 2.6.2.5. Specialized social services
- 2.6.2.6. Behavior management,
- 2.6.2.7. Recreation
- 2.6.2.8. Clinical Services
- 2.6.2.9. Family Services
- 2.6.2.10. Vocational Training
- 2.6.2.11. Medication Monitoring, as clinically indicated
- 2.6.2.12. Crisis Intervention
- 2.6.3. Staffing**
 - 2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.
 - 2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:
 - 2.6.3.2.1. Direct Care Staff/Milieu
 - 2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.
 - 2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.
 - 2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.
 - 2.6.3.2.1.4. Family Worker: Case Manager 1:8

DS
TLE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

- 2.6.5.4.1. Transitional Services.
- 2.6.5.4.2. Vocational Services.
- 2.6.5.4.3. Formal Education.
- 2.6.5.4.4. Training Programs.
- 2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

- 2.6.6.1.1. Court Hearings.
- 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.6.6.1.4. Recreation (clubs, sports, work).

2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

- 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

TCE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
- 2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
 - 2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.
 - 2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:
 - 2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
 - 2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

2.7.1. The Contractor shall provide residential treatment services Level of Care 3, Intensive Treatment, Option A: Intensive Treatment for individuals who have been adjudicated, abused or neglected, delinquent, and/or in need of behavioral health services to in a treatment setting which offers a comprehensive offering of

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

residential, clinical, and educational services which youth have access to.

2.7.2. The Contractor shall provide services to individuals for approximately three (3) to nine (9) months using a multi-disciplinary, self-contained, service delivery approach that includes but is not limited to:

- 2.7.2.1. Highly structured treatment on a 24/7 basis.
- 2.7.2.2. Structured and safe, therapeutic milieu environment.
- 2.7.2.3. Medication Monitoring and management.
- 2.7.2.4. Supervision on a continuous line of sight or dependent on the need of the individual.
- 2.7.2.5. Concentrated individualized treatment
- 2.7.2.6. Specialized assessment and treatment services.
- 2.7.2.7. Community Supports.
- 2.7.2.8. Access to public school education and/or an approved special education program on site or subcontracted
- 2.7.2.9. Specialized social services.
- 2.7.2.10. Behavior management.
- 2.7.2.11. Recreation.
- 2.7.2.12. Clinical Services.
- 2.7.2.13. Family Services.
- 2.7.2.14. Vocational Training.
- 2.7.2.15. Medication Monitoring, as clinically indicated.
- 2.7.2.16. Crisis Intervention.

2.7.3. Staffing

2.7.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.7.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.7.3.2.1. Direct Care Staff/Milieu:

2.7.3.2.1.1. Milieu: Day staff ratio is 1:3 and more intensive ratios are allowable based on program population or program needs

TLE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 2.7.3.2.1.2. Awake overnight: 1:6 and a minimum of two staff available for programs and position may float on campus or within buildings.
- 2.7.3.2.2. Clinical Services
 - 2.7.3.2.2.1. Clinical staffing is at the discretion of the program if they employ all the positions below.
 - 2.7.3.2.2.2. Available 24/7 and may be telephonic or face to face depending on clinical need.
 - 2.7.3.2.2.3. Clinical Ratio: 1:8
 - 2.7.3.2.2.4. Family Therapist 1:8
 - 2.7.3.2.2.5. Family Worker: 1:8
 - 2.7.3.2.2.6. Case Manager and may be the same position as Family Worker, 1:8.
 - 2.7.3.2.2.7. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. Family therapy and family worker as well as primary clinician.
 - 2.7.3.2.2.8. Board Certified Behavioral Analysts (BCBA) depending on the population 1:10.
- 2.7.3.2.3. Medical Care:
 - 2.7.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource. On call after hours and optional on site 24/7 based on client needs.
 - 2.7.3.2.3.2. Availability of prescriber or psychiatry on site.
 - 2.7.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.7.4. Supported Visits

- 2.7.4.1. The Contractor shall provide facilitated face-to-face supported visitation to the individual and their family at the

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Contractor's residential treatment setting and may be provided at the individual's and family's home when safe and appropriate.

2.7.4.2. The Contractor shall provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.7.5. Educational Services

2.7.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services as determined by their treatment team and sending school district, when applicable.

2.7.5.2. The Contractor may connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.7.5.3. The Contractor shall provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.7.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursuing higher education or independent living with the following but not limited to:

2.7.5.4.1. Transitional Services.

2.7.5.4.2. Vocational Services.

2.7.5.4.3. Formal Education.

2.7.5.4.4. Training Programs.

2.7.5.4.5. Independent Living Skills.

2.7.5.5. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.7.5.6. The Contractor shall retain client student records in accordance with New Hampshire regulations.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

2.7.5.7. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.7.6. Transportation

2.7.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.7.6.1.1. Court Hearings.

2.7.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.7.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.7.6.1.4. Recreation (clubs, sports, work).

2.7.6.1.5. Family and sibling visits.

2.7.6.1.6. Other as required by the individual's treatment plan.

2.7.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.7.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.7.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.7.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.7.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.7.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.7.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 2.7.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.7.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than \$500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and \$750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

- 2.8. Reserved
- 2.9. Reserved
- 2.10. Reserved
- 2.11. Reserved
- 2.12. Reserved

3. Specific Residential Treatment Program Requirements

- 3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.
 - 3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Community Residential Program (CRP)

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved
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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

		Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	No Variation
Family Worker	1:8	No Variation (shared case management)
Family Therapist	Not required	Shared across programs 1:8
Transportation	Not Required	1:4 (transportation/recreation)
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	1:10
Nursing Staff	Medical Care: Clinical and Nursing 24/7 available, based on client needs	1:10
Psychiatrist	Not required	1 Contracted
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	1 Part Time
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Intensive Residential Program (IRP)

3.5.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing	Ratio Department
		TCE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

	Requirements	Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 (including case management)
Family Therapist	1:8	Shared across programs
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	2 FT 2PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontracted- Shared
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	1 FT, 1 PT Shared with other programs
Other	* Not required indicates that a specific position/personnel was not required or as a ratio	

08
TCE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

3.5.2. Medical Intensive Program (MIP)

3.5.2.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	Not Allocated
Direct Care 2nd shift	Milieu 1:3	1:1
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	1:8 shared with other programs
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	Not Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	5 FT 3 PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontracted; shared
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor or APRN	Not Required	1 FTE shared
Dietician	Not Required	1 FTE shared
	* Not required indicates that a specific position/personnel	

DS
TCE



**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

	was not required or as a ratio	
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3.5.2.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.2.2.1. Severe Medical Needs

3.5.3. Neurobehavioral Intensive Program (NBIP)

3.5.3.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:3	No Variation
Direct Care 2nd shift	Milieu 1:3	1:2
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation
Clinical Ratio	1:8	No Variation
Family Worker	1:8	No Variation
Family Therapist	1:8	Shared
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Not Allocated
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	2 FT 2 PT
Psychiatrist	Availability of prescriber or psychiatry on site	1 Subcontract; Shared
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Shared across program

TCE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

RBT Sills Advisor	* Not required indicates that a specific position/personnel was not required or as a ratio	1 FT
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3.5.3.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.5.3.2.1. Neurobehavioral needs;

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations

TLE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Whether or not the CME was involved

- 5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1
- 5.3. The Contractor shall provide reports monthly with any change in programming, clinical treatment, any changes in evidenced base practices or staffing ratios that can impact the quality of services delivered and individual and staffing safety.
- 5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to
 - 5.4.1. Incidents of RSA 126-U:10
 - 5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source
 - 5.4.3. Total number of restraints
 - 5.4.4. Total number of seclusions
- 5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:
 - 5.5.1. Incident reports of
 - 5.5.1.1. Restraint
 - 5.5.1.2. Seclusion
 - 5.5.1.3. Serious injury both including and not including restraint and seclusion
 - 5.5.1.4. Suicide attempt
- 5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.
- 5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

- 6.1. The Department will monitor Contractor performance and evaluate program results based on the key performance metrics in Table B as follows:

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

Table B	
Category	Key performance metrics:
Referral	<ul style="list-style-type: none"> • % of referrals that receive a response to the referral source within 24 hours [e.g., email or phone call on availability and next steps] • Median time from referral to acceptance • Median time from referral to admission
Family & youth engagement	<ul style="list-style-type: none"> • % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child.
Quality of treatment	<ul style="list-style-type: none"> • % of children with improved CANS scores after 3 and 6 months (<i>based on CANS system report which DHHS will access</i>) • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	<ul style="list-style-type: none"> • Median length of stay: days from admission to discharge to less restrictive setting • % children discharged to home-based setting – overall and within 30, 60, 90, 180, and 365 days • % of children who remain in either a lower-treatment setting OR home-based setting after 6 and 12 months (<i>based on internal data which DHHS will access through CME and DCYF system</i>) • % of children receiving referral to after-care services (e.g., Residential treatment oversight, Fast Forward) before discharge • % of DCYF-involved children who have achieved their permanency goal at 12 months after discharge (<i>based on internal DCYF data which DHHS will access</i>)

6.2. Performance Improvement

6.2.1. The Contractor shall participate in quality assurance and improvement activities with the Department and other partners and stakeholders to ensure that continuous performance and program improvement contributes in a positive way to the lives of

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

individuals adults and their families by focusing on system level outcomes such as:

- 6.2.1.1. Reduced use of psychiatric and other residential treatment.
- 6.2.1.2. Reduced use of juvenile corrections and other out of home placements.
- 6.2.1.3. Reduced use of emergency departments and other physical health services.
- 6.2.1.4. Reduced use of out of district placement for school.
- 6.2.1.5. Increased school attendance and attainment.
- 6.2.1.6. Increased employment for caregivers.
- 6.2.2. The Contractor shall participate in quality assurance and performance improvement activities requested by the Department, including but not limited to:
 - 6.2.2.1. Submitting reports at a frequency defined by the Department on Agreement compliance reports.
 - 6.2.2.2. Providing to the Department narrative reports that express non-child specific aggregate successes in the program, programmatic changes made and why, and barriers to program success, upon request and frequency determined by the Department.
 - 6.2.2.3. Attending monthly meetings focused on performance.
 - 6.2.2.4. Adjusting key performance metrics.
 - 6.2.2.5. Participating in quality assurance reviews and technical assistance site visits on alternating years.
 - 6.2.2.6. Participating in electronic and in-person review of case files to gain qualitative insight into treatment and program quality and compliance.
 - 6.2.2.7. Participating in inspections of any of the following:
 - 6.2.2.7.1. The facility premises.
 - 6.2.2.7.2. Programs and services provided.
 - 6.2.2.7.3. Records maintained by the Contractor.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 6.2.2.8. Participating in training and technical assistance activities as directed by the Department.
- 6.2.2.9. Complying with fidelity measures or processes required for evidence-based practices or models being utilized.
- 6.2.2.10. Adjusting program delivery.
- 6.2.2.11. Focusing on a range of performance topics that include but are not limited to:
 - 6.2.2.11.1. Rapid acceptance of referrals and quick engagement with individuals and their families, as this is critical to ensuring children can be stabilized and begin to have their needs addressed as quickly as possible.
 - 6.2.2.11.2. Reduced use of restraints/seclusion to make progress toward the goal of eliminating the practice.
 - 6.2.2.11.3. Improving long-term program outcomes by regularly monitoring outcome goals like improving CANS scores (i.e., increase in strengths, decrease in needs) and successful discharge (i.e., whether child remains in a home-based setting after).
 - 6.2.2.11.4. Reducing lengths of stay to ensure that treatment is being provided briefly, episodically, and appropriately at the level needed to achieve treatment goals so children can quickly return to home and community settings.
 - 6.2.2.11.5. Reducing staff turnover by retaining staff, while creating space for internal advancement, in providing consistent, high-quality services.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health.
EXHIBIT B**

- 6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model.
- 6.2.4. Notwithstanding paragraphs 8 and 9 of the General Provisions of this Agreement, upon identification of deficiencies in Quality Assurance, the Contractor shall, within thirty (30) days from the date the Contractor is notified of the final findings, provide a corrective action plan that includes:
 - 6.2.4.1. Actions to be taken to correct each deficiency;
 - 6.2.4.2. Actions to be taken to prevent the reoccurrence of each deficiency;
 - 6.2.4.3. A time line for implementing the actions above;
 - 6.2.4.4. A monitoring plan to ensure the actions above are effective; and
 - 6.2.4.5. A plan for reporting to the Department on progress of implementation and effectiveness.
- 6.2.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 6.2.6. The Contractor shall submit periodic reports, as stipulated between DHHS and Contractor, which include, but are not limited to Data to support performance improvement activities, DHHS will provide to Contractor a list of Data needed and the format of the Data.
- 6.2.7. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.
- 6.2.8. The Department reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.
- 6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.
- 6.2.10. The Department reserves the right to request and the Contractor agency shall provide financial information on the following: what

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**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

individuals are benefitting from Contractor's services, how much was spent per individual and what type of services are being received by each individual.

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

7.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

7.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services.

7.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

7.3. Credits and Copyright Ownership

7.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

7.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

7.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

7.3.3.1. Brochures.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

- 7.3.3.2. Resource directories.
- 7.3.3.3. Protocols or guidelines.
- 7.3.3.4. Posters.
- 7.3.3.5. Reports.
- 7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

- 8.1. The Contractor shall keep records that include, but are not limited to:
 - 8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.1.4. Medical records on each individual of services.

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B**

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
 - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
 - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
 - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
 - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
 - 2.1. 05-95-92-921010-20530000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
 - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 – TITLE IV-E FOSTER CARE PLACEMENT
 - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 – TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
 - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
 - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
 - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C



**SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE
MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS**

- 3. For the purposes of this Agreement:
 - 3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.
- 4. For the purpose of this agreement, the start-up funds in the amount of \$447,700.00 shall be provided to the Contractor, for the expenses incurred to launch services based on the start-up budget specified in Ex C-1 Start Up Costs; the total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All DHHS payments to the Contractor for the start-up period shall be made on a cost reimbursement basis.
 - 4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 4.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - 4.3. The final invoice and supporting documentation for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is operational/expanded.
- 5. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:
 - 5.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

5.1.1.

Program - Community Residential Services	
Residential for eligible youth per day	\$789.08
Program - Intensive Residential Services	
Residential for IEP eligible youth per day	\$911.00
Residential Non-IEP eligible youth per day	\$911.00
Program - Medically Intense Residential Services	

TCE

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



Residential for IEP eligible youth per day	\$1,113.27
Residential Non-IEP eligible youth per day	\$1,113.27
Program - NB Intensive Residential Services	
Residential for IEP eligible youth per day	\$884.72
Residential Non-IEP eligible youth per day	\$884.72

- 5.1.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor. The daily rate for education for Non-IEP eligible youth will be paid in the amount per client per day in accordance with the current, publically posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.
- 5.1.3. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.
- 5.2. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.
 - 5.2.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 5.2.2. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.3. Maximum allotment for daily rate expenditure by fiscal year is as follows:
 - 5.3.1. Sub-total: \$49,995,573
 - 5.3.2. SFY 22: \$16,665,191

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



- 5.3.3. SFY 23: \$16,665,191
- 5.3.4. SFY 24: \$16,665,191
- 5.4. The Department may review rates every two years as it coincides with the State's biennium budget and may consider rate adjustments.
- 6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).
- 7. 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.
- 8. Audits
 - 8.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to 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.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

**New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT C**



financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

TCE

6/18/2021

Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs

Basic Information	
Agency Name	Spaulding Academy & Family Services

Level 3 - Medically Intensive Program

Start-up costs	Line Item	Amount requested	Notes (if needed)
Personnel costs		\$ 286,000.00	
	Supervisors/managers	220,000.00	Full time medical director and health services director
	Frontline caseworkers		
	Coordination or administrative support		
	COI, QA specialists and/or data analysts		
	Other personnel costs	66,000.00	Applicable benefits for directors above
Program facilities		\$ 2,000.00	
	Lease		
	Maintenance and utilities		
	Other facility costs	2,000.00	Renovate shower entrance
Program materials and supplies		\$ 8,000.00	
	EBP or program model-specific materials		
	Recruitment, hiring, on-boarding materials		
	Other program materials/supplies	8,000.00	Misc pharmacy supplies and medical oxygen cylinders
Staff transportation		\$	
	Mileage		
	Gas		
	Other staff transportation		
EBP or program model-specific expenses		\$ 10,000.00	
	Program license or other fees		
	Program training (initial)	10,000.00	Staff development and training
	Other EBP or program model costs		
Systems costs related to program		\$ 100,000.00	
	Technology for data collection, reporting	100,000.00	Electronic Health Records System
	Other systems		
Consulting and sub-contracting		\$ 5,000.00	
	Consulting	5,000.00	Lab Services
	Sub-contracting		
Equipment		\$ 36,700.00	
	Vehicles		
	Furniture	5,000.00	
	Technology Equipment	5,000.00	
	Other Equipment	26,700.00	Medcarts, Hoyer Lift and Medical Equipment
Telecommunication		\$	
	Phones/Walkie Talkies		
	Internet Service		
	Other Telecommunication		
Client Provisions		\$	
	Food		
	Clothing/Hygiene		
	Other Client Provisions		
All other start-up costs		\$	
Total start-up costs		\$ 447,700.00	



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

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

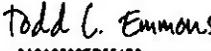
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

6/18/2021

Date

DocuSigned by:

 Name: Todd C. Emmons
 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:

6/18/2021

Date

DocuSigned by:

Todd C. Emmons

Name: Todd C. Emmons

Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials
TCE

Date
6/18/2021

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/18/2021

Date

DocuSigned by:

Todd C. Emmons

Name: Todd C. Emmons

Title: CEO

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Contractor Initials
6/18/2021
Date

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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TCE

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/18/2021

Date

DocuSigned by:
Todd C. Emmons
Name: Todd C. Emmons
Title: CEO

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/18/2021

Date

DocuSigned by:
Todd C. Emmons

Name: Todd C. Emmons

Title: CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

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Date 6/18/2021

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule:
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials TCE

Date 6/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

6/23/2021

Date

Spaulding Academy & Family Services

Name of the Contractor

Todd C. Emmons

Signature of Authorized Representative

Todd C. Emmons

Name of Authorized Representative

CEO

Title of Authorized Representative

6/18/2021

Date

Contractor Initials TCE

Date 6/18/2021

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/18/2021

Date

DocuSigned by:

Todd C. Emmons

Name: Todd C. Emmons

Title: CEO



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073970667
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
- NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
- NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: <u>Todd C. Emmons</u>	Amount: _____
Name: <u>Amanda G. Champagne</u>	Amount: _____
Name: <u>Chandra Miller</u>	Amount: _____
Name: <u>Colleen Sliva</u>	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention.

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including; but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov