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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
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May 20, 2025

Her Excellency, Governor Kelly A. Ayotte
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 in Table 1 below, to make necessary adjustments to the rate calculations and funding allocations for the 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 $36,941,994.00 from $60,906,933.01 to $97,848,927.01 and by extending the completion dates from June 30, 2025 to June 30, 2027, effective retroactive to July 1, 2024, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds, dependent upon eligibility of the client.

2) Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into amendments to existing contracts with the Contractors in Table 2 below, to continue to provide behavioral health residential treatment services for children, youth and young adults (through age 21) to meet their behavioral health needs, by exercising contract renewal options by increasing the total price limitation by $168,994,574.00 from $297,935,963.17 to $466,930,537.17 and by extending the completion dates from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds, dependent upon eligibility of the youth.

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

Table 1

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised	G&C Approval
The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$21,164,978.01	$9,201,302.00	$30,366,280.01	O:7/14/21 Item #14 A1:12/20/23 Item #32C

Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$34,666,852.00	$22,264,316.00	$56,931,168.00	O: 8/4/21 Item #15 A1: 12/20/23 Item #32C
Webster House Manchester, NH	318295	Manchester, NH	$5,075,103.00	$5,476,376.00	$10,551,479.00	O: 7/14/21 Item #14 A01: 6/28/23 Item #43 A2: 12/20/23 Item #32C
		Total:	**$60,906,933.01**	**$36,941,994.00**	**$97,848,927.01**	

Table 2

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised	G&C Approval
Chase Home for Children in Portsmouth, N.H. Portsmouth, NH	159596	Portsmouth, NH	$ 7,157,418.00	$3,940,578.00	$11,097,996.00	O: 8/4/21 Item #15 A1: 12/20/23 Item #32C
Dover Children's Home Dover, NH	154149	Dover, NH	$6,133,763.00	$3,120,182.00	$9,253,945.00	O:7/14/21 Item #14 A1:12/20/23 Item #32C
Easter Seals New Hampshire, Inc. Manchester, NH	177204	Manchester, NH	$35,952,898.00	$14,057,628.00	$50,010,526.00	O:7/14/21 Item #14 A1:12/20/23 Item #32C A2:8/7/24 Item #9
Mount Prospect Academy Plymouth, NH	168139	Plymouth, NH	$86,376,951.00	$53,680,738.00	$140,057,689.00	O:8/4/21 Item #15 A1:12/20/23 Item #32C A2:8/7/24 Item #9;
Nashua Children's Home Nashua, NH	154120	Nashua, NH	$18,748,166.00	$12,159,546.00	$30,907,712.00	O:7/14/21 Item#14 A1:12/20/23 Item #32C
Orion House, Incorporated Newport, NH	154861	Newport, NH	$5,278,641.00	$3,076,796.00	$8,355,437.00	O: 8/4/21 Item #15 A01: 6/28/23 Item #43 A2:12/20/23 Item #32C
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	$19,583,786.17	$11,577,812.00	$31,161,598.17	O:7/14/21 Item #14 A1: 12/20/23 Item #32C

Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	$77,742,136.00	$43,534,832.00	$121,276,968.00	O: 7/14/21 Item #14 A1: 12/20/23 Item #32C A2: 8/7/24 Item #9
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$19,534,022.00	$11,723,630.00	$31,257,652.00	O:10/13/21 Item #38B A1:12/20/23 Item #32C
Stetson School, Inc. Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$13,777,794.00	$8,833,748.00	$22,611,542.00	O: 7/14/21 Item #14 A1: 12/20/23 Item #32C
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$7,650,388.00	$3,289,084.00	$10,939,472.00	O: 7/14/21 Item #14 A1: 12/20/23 Item #32C
		Total:	**$297,935,963.17**	**$168,994,574.00**	**$466,930,537.17**	

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

DCYF's current Statewide Automated Child Welfare Information System (SACWIS), Bridges, a case management and resource management system, is used to process and monitor payments for these agreements, and no purchase order number is assigned. The New Hampshire First System will not be used to encumber.

Depending on the eligibility of the child, youth, or young adult, the 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. For each episode of treatment, the Department maximizes federal funding sources, using general funds only in circumstances in which no other funding source is available. Possible account numbers to be utilized include the following:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU FOR 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 FOR 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: DIV 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 these requests is to exercise available contract renewal options for the continued provision of behavioral health services in residential treatment settings to children, youth and young adults who have complex behavioral health needs that require more intensive treatment than what is offered in their home and community. These contracts were originally competitively procured in State Fiscal Year 2021. The Department continues its investments in community-based services to minimize to the extent possible the use of residential services.

Requested Action #1 is **Retroactive** to July 1, 2024 to align with the effective date of necessary adjustments to daily rates and funding allocations. The Department identified the need to adjust the daily rate for the Home for Little Wanderers to align with current operational costs for its Level 3 programs as well as to remove the Level 2 - Intermediate Treatment program, which was never implemented, from the contract. Additionally, the amount of funding allocated to each residential treatment contract is based on projected utilization. The Department monitors actual utilization levels on an ongoing basis and identified the need to reallocate funding between Vermont Permanency Initiative, Inc. and Webster House, effective July 1, 2024, based on Webster House's higher than projected utilization level and Vermont Permanency Initiative's lower than projected utilization level.

Approximately 450-500 youth will be served annually through June 30, 2027. The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. The children, youth, and/or young adults have specialty care needs, including intellectual and developmental disabilities, fire-setting, problematic sexual and highly aggressive physical behaviors, past attempts of suicide and/or significant self-harm. A qualified assessor determines whether children and youth are eligible for the residential levels of care and at what level.

The Contractors will continue to deliver clinical services that are trauma-informed and based on industry standards, as an essential part of the Children's System of Care (RSA 135-F), to reduce reliance on emergency rooms and other hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will continue supporting the Department's efforts to improve 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 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 to 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 two (2) of the five (5) years available.

Should the Governor and Executive Council not authorize these requests, children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings will have limited ability to access these services in New Hampshire and adjacent states, preventing them from being able to return home, and the Department would need to rely more heavily on residential placements outside of New England. The Department will also be unable to reimburse the Contractors listed above in Table 1 at the appropriate rate and based on utilization levels.

Source of Federal Funds: Assistance Listing Number (ALN) 93.658, FAIN # 2401NHFOST, ALN 93.558, FAIN # 2401NHTANF, ALN 93.659, FAIN # 2401NHADPT, and ALN 93.778, FAIN #2405NH5ADN.

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 The Home for Little Wanderers, 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

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

   $30,366,280.01

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. Modify Exhibit B, Scope of Services, Section 2, Table 2.3.2., Residential Treatment Levels of Care and Number of Contracted Beds, to read:

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 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)	The Home Hillsborough Village Apartments	In/Near Hillsborough, Manchester, Keene, and Concord	12	N/A
Reserved				
Reserved				

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Contractor Initials
5/13/2025
Date

Level of Care 2, Intermediate Treatment	The Home Unity House (LGBTQ + specialized program) UH	Rockingham County	12	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	The Home Wediko School Abb. Wediko	Hillsborough, NH	28	N/A
Reserved				
Reserved				
Reserved				

5. Modify Exhibit B, Scope of Services, Section 3.4.1., to read:

   3.4.1. RESERVED

6. 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, 2301NHFOST and 2401NHFOST.

      1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

      1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

      1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN 2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

      1.5. General Funds

7. Modify Exhibit C, Payment Terms, Section 5. lead-in paragraph only, to read:

   5. For the purpose of this agreement, a daily rate will be awarded in the amount per client per day indicated in the table listed under Section 5.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two (2) years to follow the State's biennium to consider rate adjustments.

8. Modify Exhibit C, Payment Terms, Section 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 5.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

      5.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

      5.1.2. A copy of the most recent independent financial audit;

      5.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

      5.1.4. A program-level profit and loss statement for the program related to the services

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Contractor Initials
5/13/2025
Date

provided in this contract; and

5.1.5. Additional clarifying information may be required upon request.

5.1.6.

Program - Hillsborough Village Apartments	
Residential for eligible youth per day until 6/30/2023	$129.98
Program - Keene House	
Residential for IEP eligible youth per day until 6/30/2023	$354.29
Residential Non-IEP eligible youth per day until 6/30/2023	$354.29
Program - Unity House	
Residential for IEP eligible youth per day until 6/30/2023	$354.17
Residential Non-IEP eligible youth per day until 6/30/2023	$354.17
Program - Home Wediko School	
Residential for IEP eligible youth per day until 6/30/2023	$387.25
Residential Non-IEP eligible youth per day until 6/30/2023	$387.25

Program - Hillsborough Village Apartments	
Residential for eligible youth per day effective 7/1/2023 until 6/30/2024	$205.35
Program - Keene House	
Residential for IEP eligible youth per day effective 7/1/2023 until 6/30/2024	$354.29
Residential Non-IEP eligible youth per day effective 7/1/2023 until 6/30/2024	$354.29
Program - Unity House	
Residential for IEP eligible youth per day effective 7/1/2023 until 6/30/2024	$585.39
Residential Non-IEP eligible youth per day effective 7/1/2023 until 6/30/2024	$585.39
Program - Home Wediko School	
Residential for IEP eligible youth per day effective 7/1/2023 until 6/30/2024	$443.48
Residential Non-IEP eligible youth per day effective 7/1/2023 until 6/30/2024	$443.48
Program - Hillsborough Village Apartments	
Residential for eligible youth per day effective 7/1/2024	$205.35
Program - Unity House	
Residential for IEP eligible youth per day effective 7/1/2024	$585.39
Residential Non-IEP eligible youth per day effective 7/1/2024	$585.39
Program - Home Wediko School	
Residential for IEP eligible youth per day effective 7/1/2024	$652.92
Residential Non-IEP eligible youth per day effective 7/1/2024	$652.92

5.1.7. The Contractor shall work with the Department to support a sustainable rate structure.

9. Modify Exhibit C, Payment Terms, Section 5.5., to read:

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

5.5.1. Sub-total: $29,358,582.00

5.5.2. SFY 22: $6,298,503.00

5.5.3. SFY 23: $6,298,503.00

5.5.4. SFY 24: $3,780,137.00

5.5.5. SFY 25: $4,308,093.00

5.5.6. SFY 26: $4,336,673.00

5.5.7. SFY 27: $4,336,673.00

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, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/13/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61684F3...
Name: Kaja Fox
Title: Director

The Home for Little Wanderers, Inc.

5/13/2025
Date

DocuSigned by:
285A020A2D2D4B4...
Name: Lesli Suggs
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/14/2025
Date

DocuSigned by:
Robyn Guarino
746734844941460...
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:

Docusign Envelope ID: AF46B682-0481-4FD4-B18D-CC30624852B0

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 THE HOME FOR LITTLE WANDERERS, INC is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on January 11, 2021. 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: **860045**
Certificate Number: **0006329928**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of October A.D. 2023.

David M. Scanlan
Secretary of State

Docusign Envelope ID: AF46B682-0481-4FD4-B18D-CC30624852B0

CERTIFICATE OF AUTHORITY

I, Deborah E. Gray, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Home for Little Wanderers.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 29, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: Lesli Suggs CEO and Jody Holt, CFOA (may list more than one person)
(Name and Title of Contract Signatory)

are each duly authorized on behalf of The Home for Little Wanderers to enter into any contract entered into by The Home, whereby The Home is a provider for services, said contract shall be signed by any one the following: Lesli Suggs, President & Chief Executive Officer, Jody Holt, Chief Financial Officer, or Michael Nowlan, Interim Chief Financial Officer. Contracts which obligate The Home to expend more than $50,000, or which extend for more than three years in aggregate, shall require signature authorization of both such authorized persons. Appropriate senior level management's advance approval is required for all contracts before they are signed.

3. I hereby certify that said vote has not been amended or repealed as to the authorization provided to Ms. Suggs or Ms. Holt 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: 4/29/25

Deborah E. Gray
Signature of Elected Officer
Name: Deborah Gray
Title: Secretary of the Board

Docusign Envelope ID: AF46B682-0481-4FD4-B18D-CC30624852B0

HOMEFOR-05 NDUMONT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2025

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

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

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Danielle Comeau PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: danielle.comeau@hubinternational.com
INSURED The Home for Little Wanderers Inc. 72-74 E Dedham St Boston, MA 02118	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Technology Insurance Company — 42376 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC OTHER:			PHPK2621103-021	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Comp Ded: $1,000 [X] Coll Ded: $1,000			PHPK2621104-021	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB888216-021	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE Prod Comp Agg	$ 10,000,000 $ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TARNH1034243-05	4/13/2025	4/13/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE HOME FOR LITTLE WANDERERS

BETTER, BRIGHTER FUTURES FOR KIDS

The Home for Little Wanderers Mission: To help children and their families build permanent, positive change.

The Home's Values:

COMMITMENT

to vulnerable children and their families, keeping their critical needs at the center of all we do

RESPECT

for our staff, our clients and the community relationships we build together

DIVERSITY

to ensure meaningful services for children, families and communities of all races and ethnicities

INTEGRITY

as a key aspect of our work, bolstered by transparent, honest communication

TEAMWORK

within our organization and beyond, with the recognition that our clients are experts in their own lives

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THE HOME FOR LITTLE WANDERERS

Financial Statements
and Supplementary Information

Years Ended June 30, 2024 and 2023

(With Independent Auditors' Report Thereon)

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Kahn, Litwin, Renza & Co., Ltd.
Boston • Newport • Providence • Waltham

951 North Main Street, Providence, Rhode Island 02904
Phone: 401-274-2001 • Fax: 401-831-4018
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KLR

Certified Public Accountants and Business Consultants

THE HOME FOR LITTLE WANDERERS

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2024 and 2023

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
The Home for Little Wanderers:

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of The Home for Little Wanderers (a not-for-profit organization) (the Home), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of The Home for Little Wanderers as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Home 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.

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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 generally accepted auditing standards 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 the Home's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Home'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.

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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 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 audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2024, on our consideration of the Home'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 solely 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 the Home'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 the Home's internal control over financial reporting and compliance.

Kohn, Litwin, Renya & Co, Ltd.

October 25, 2024

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THE HOME FOR LITTLE WANDERERS
STATEMENTS OF FINANCIAL POSITION
June 30, 2024 and 2023

KLR

	2024	2023
Assets		
Current Assets:		
Cash and cash equivalents	$ 66,003	$ 83,437
Accounts and grants receivable, net	12,671,633	7,677,458
Contributions receivable, net	256,222	410,153
Investments	2,880,000	6,600,000
Prepaid expenses and other current assets	1,085,604	1,569,318
Assets held for sale, net	532,543	-
Total current assets	**17,492,005**	**16,340,366**
Restricted Cash	216,150	10,150
Contributions Receivable for Capital Assets	43,500	-
Right-of-Use Assets - Operating Leases	1,787,375	1,718,277
Investments	52,352,158	49,843,779
Beneficial Interest in Perpetual Trusts	15,546,251	14,344,473
Property and Equipment, net	34,075,053	35,563,816
Total Assets	**$ 121,512,492**	**$ 117,820,861**
Liabilities and Net Assets		
Current Liabilities:		
Line of credit	$ 8,257,482	$ 7,051,185
Current portion of long-term debt	2,853,528	1,792,241
Operating leases payable, current portion	636,617	858,223
Accounts payable	1,341,098	1,497,668
Accrued expenses	6,348,115	5,848,515
Deferred revenue	1,666,843	1,393,867
Total current liabilities	**21,103,683**	**18,441,699**
Long-term Debt, less current portion and unamortized debt issuance costs	12,381,712	15,294,774
Operating Leases Payable, less current portion	1,298,230	1,182,761
Total liabilities	**34,783,625**	**34,919,234**
Net Assets:		
Without donor restrictions	41,769,766	39,563,671
With donor restrictions	44,959,101	43,337,956
Total net assets	**86,728,867**	**82,901,627**
Total Liabilities and Net Assets	**$ 121,512,492**	**$ 117,820,861**

See accompanying notes to the financial statements and independent auditors' report.

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THE HOME FOR LITTLE WANDERERS
STATEMENTS OF ACTIVITIES
Years Ended June 30, 2024 and 2023

KLR

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Change in Operating Net Assets:						
Operating revenue and support:						
Grants and contract services	$ 58,582,092	$ -	$ 58,582,092	$ 47,127,199	$ -	$ 47,127,199
Fee for service	16,338,198	-	16,338,198	12,508,377	-	12,508,377
Contributions	4,630,890	698,789	5,329,679	3,865,619	632,342	4,497,961
Contributed nonfinancial assets	78,135	-	78,135	129,855	-	129,855
Special events, net of direct expenses of $310,875 and $282,177, respectively	1,470,010	-	1,470,010	1,251,662	-	1,251,662
Other operating revenue	106,297	-	106,297	123,373	-	123,373
Appropriations under spending policy and additional draw	7,389,954	-	7,389,954	12,789,143	-	12,789,143
Net assets released from restrictions	293,344	(293,344)	-	640,808	(640,808)	-
Total operating revenue and support	**88,888,920**	**405,445**	**89,294,365**	**78,436,036**	**(8,466)**	**78,427,570**
Operating Expenses:						
Program services	71,479,928	-	71,479,928	64,339,561	-	64,339,561
Management and general	12,073,547	-	12,073,547	15,230,520	-	15,230,520
Fundraising	2,001,485	-	2,001,485	2,201,622	-	2,201,622
Total operating expenses	**85,554,960**	**-**	**85,554,960**	**81,771,703**	**-**	**81,771,703**
Change in Operating Net Assets	**3,333,960**	**405,445**	**3,739,405**	**(3,335,667)**	**(8,466)**	**(3,344,133)**
Change in Non-operating Net Assets:						
Net investment return	3,174,071	4,092,913	7,266,984	2,094,415	2,793,448	4,887,863
Bequests	210,805	-	210,805	494,699	-	494,699
Net gain on disposal/sale of property and equipment	-	-	-	256,595	-	256,595
Appropriations under spending policy	(742,615)	(2,877,213)	(3,619,828)	(707,421)	(2,728,503)	(3,435,924)
Additional draw	(3,770,126)	-	(3,770,126)	(9,353,219)	-	(9,353,219)
Change in Non-operating Net Assets	**(1,127,865)**	**1,215,700**	**87,835**	**(7,214,931)**	**64,945**	**(7,149,986)**
Change in Net Assets	**2,206,095**	**1,621,145**	**3,827,240**	**(10,550,598)**	**56,479**	**(10,494,119)**
Net Assets, beginning of year	**39,563,671**	**43,337,956**	**82,901,627**	**50,114,269**	**43,281,477**	**93,395,746**
Net Assets, end of year	**$ 41,769,766**	**$ 44,959,101**	**$ 86,728,867**	**$ 39,563,671**	**$ 43,337,956**	**$ 82,901,627**

See accompanying notes to the financial statements and independent auditors' report.

Docusign Envelope ID: AF46B682-0481-4FD4-B18D-CC30624852B0

THE HOME FOR LITTLE WANDERERS
STATEMENTS OF FUNCTIONAL EXPENSES
Years Ended June 30, 2024 and 2023

	2024				2023			
	Program Services	Management and General	Fundraising	Total	Program Services	Management and General	Fundraising	Total
Salaries and related expenses:								
Salaries and wages	$ 44,964,543	$ 5,849,658	$ 1,096,394	$ 51,910,595	$ 39,516,315	$ 6,313,781	$ 1,046,861	$ 46,876,957
Payroll taxes	4,234,738	554,053	100,499	4,889,290	3,729,699	586,931	98,148	4,414,778
Fringe benefits	6,813,662	954,549	164,662	7,932,873	6,044,322	1,049,105	157,263	7,250,690
Total salaries and related expenses	**56,012,943**	**7,358,260**	**1,361,555**	**64,732,758**	**49,290,336**	**7,949,817**	**1,302,272**	**58,542,425**
Other expenses:								
Advertising	26	59,607	-	59,633	-	37,958	-	37,958
Credit loss (recovery)	-	(1,589,002)	-	(1,589,002)	-	1,370,072	-	1,370,072
Contracted services	2,321,001	2,036,092	54,609	4,411,702	2,299,807	2,076,867	56,780	4,433,454
Depreciation	1,815,049	330,853	3,658	2,149,560	2,001,299	192,317	29,452	2,223,068
Dues and subscriptions	21,861	102,214	560	124,635	33,323	106,805	2,416	142,544
Equipment and rental	216,624	35,298	-	251,922	123,141	30,515	9,737	163,393
Insurance	772,822	319,901	-	1,092,723	764,059	213,575	26,351	1,003,985
Interest	733,691	750,774	-	1,484,465	578,021	564,115	-	1,142,136
Occupancy	3,518,811	1,076,690	2,511	4,598,012	3,524,753	698,292	134,824	4,357,869
Office expenses	1,726,074	480,120	469,296	2,675,490	1,806,210	888,364	553,582	3,248,156
Professional fees	128,084	891,257	-	1,019,341	118,845	924,010	-	1,042,855
Program supplies	3,605,539	40,747	81,962	3,728,248	3,302,583	31,027	60,175	3,393,785
Staff development, recruitment and travel	607,403	180,736	27,334	815,473	497,184	146,786	26,033	670,003
Total other expenses	**15,466,985**	**4,715,287**	**639,930**	**20,822,202**	**15,049,225**	**7,280,703**	**899,350**	**23,229,278**
Total expenses	**$ 71,479,928**	**$ 12,073,547**	**$ 2,001,485**	**$ 85,554,960**	**$ 64,339,561**	**$ 15,230,520**	**$ 2,201,622**	**$ 81,771,703**

See accompanying notes to the financial statements and independent auditors' report.

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THE HOME FOR LITTLE WANDERERS
STATEMENTS OF CASH FLOWS
Years Ended June 30, 2024 and 2023

	2024	2023
Cash Flows from Operating Activities:		
Change in net assets	$ 3,827,240	$ (10,494,119)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Amortization of debt issuance costs to interest expense	29,891	72,819
Amortization of ROU assets - operating leases	779,907	709,220
Credit loss expense (recovery)	(1,589,002)	1,370,072
Beneficial interest in perpetual trusts net change	(1,201,778)	(955,119)
Contributed equipment	-	(35,964)
Depreciation	2,149,560	2,223,068
Net gain on disposal/sale of property and equipment	-	(256,595)
Net gain on investments	(3,296,843)	(598,311)
Changes in operating assets and liabilities:		
Accounts and grants receivable	(3,405,173)	728,365
Contributions receivable	110,431	207,488
Prepaid expenses and other current assets	483,714	55,024
Operating leases payable	(955,142)	(866,724)
Accounts payable	(156,570)	102,711
Accrued expenses	499,600	(753,900)
Deferred revenue	272,976	206,177
Net cash used by operating activities	**(2,451,189)**	**(8,285,788)**
Cash Flows from Investing Activities:		
Purchase of investments	(21,738,524)	(32,172,248)
Proceeds from sale of investments	26,246,988	41,176,836
Purchases of property and equipment	(1,193,340)	(1,025,622)
Proceeds from sale of property and equipment	-	1,421,039
Net cash provided by investing activities	**3,315,124**	**9,400,005**
Cash Flows from Financing Activities:		
Net borrowings (payments) on line of credit	1,206,297	(1,601,511)
Principal payments on long-term debt	(1,766,478)	(1,152,118)
Borrowings on long-term debt	-	337,500
Debt issuance costs	(115,188)	-
Net cash used by financing activities	**(675,369)**	**(2,416,129)**
Net Increase (Decrease) in Cash, Cash Equivalents, and Restricted Cash	**188,566**	**(1,301,912)**
Cash, Cash Equivalents, and Restricted Cash, beginning of year	**93,587**	**1,395,499**
Cash, Cash Equivalents, and Restricted Cash, end of year	**$ 282,153**	**$ 93,587**
Reconciliation to Statement of Financial Position		
Cash and cash equivalents	$ 66,003	$ 83,437
Restricted cash	216,150	10,150
Cash and Restricted Cash, end of year	**$ 282,153**	**$ 93,587**
Supplemental Cash Flow Information:		
Cash Paid for Interest	$ 1,441,971	$ 1,106,469

See accompanying notes to the financial statements and independent auditors' report.

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1. Nature of Operations

The Home for Little Wanderers (the Home), is a Massachusetts based not-for-profit organization whose mission is to help children and their families build permanent, positive change. As the oldest child welfare agency in America, the Home has maintained its commitment to children for more than 200 years.

2. Summary of Significant Accounting Policies

This summary of significant accounting policies is presented to assist the reader in understanding the Home's financial statements. The financial statements and notes are representations of the Home's management, who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (U.S. GAAP) and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The Home prepares its financial statements on the accrual basis of accounting and, in accordance with authoritative guidance, reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets Without Donor Restrictions

Net assets without donor restrictions are available for use at the discretion of the Board of Directors (the Board) and/or management for general operating purposes.

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. Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction is satisfied, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Performance Indicator

In the accompanying statements of activities, the primary indicator of the Home's results is "change in operating net assets." As such, it includes support and revenue and expenditures related to the ongoing operations of the Home. Transactions such as net investment return, board-approved spending policy and appropriation, bequests, other non-operating revenue and gain on disposal of property and equipment are included as components of the change in non-operating net assets on the statements of activities.

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Cash and Cash Equivalents
The Home considers all cash balances and highly liquid investments with an original maturity of three months or less to be cash equivalents, except those funds which the Board has designated for investment.

Restricted Cash
Restricted cash consists of funds which are restricted by donors for capital assets.

Accounts and Grants Receivable
The Home carries its accounts and grants receivable at net realizable value. The Home provides for expected credit losses through a charge to earnings and a credit to a valuation allowance based on historical experience, current conditions, and reasonable and supportable forecasts.

The Home does not accrue interest on its receivables. A receivable is considered past due if payment has not been received within stated terms. The Home will then exhaust all methods in-house to collect the receivable. Once all practical resources to collect the receivable have been utilized without success, the receivable is deemed uncollectible and charged against the allowance for credit losses. At June 30, 2024 and 2023, the Home had an allowance for credit losses of approximately $3,405,200 and $7,605,100, respectively. During the year ended June 30, 2024, the Home collected certain receivables which had been previously charged against the allowance for credit losses, resulting in a credit loss recovery of approximately $1,589,000. Accounts and grants receivable at June 30, 2022 was $9,914,529, net of an allowance of $5,757,748.

Contributions Receivable
Contributions receivable (unconditional promises to give) that are expected to be collected within one year are recorded at their net realizable value. Contributions receivable that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discount on these amounts is computed using the interest rate for treasury bills with a remaining term equal to future receipts. Amortization of the discount is included in contribution income.

The Home records an allowance for estimated uncollectible contributions in an amount approximating anticipated losses. Individual uncollectible contributions are written off against the allowance when collection of the individual contributions appears doubtful. For each of the years ended June 30, 2024 and 2023, the Home had an allowance for doubtful accounts of approximately $15,000. Contributions receivable at June 30, 2022 was $617,641, net of an allowance for doubtful accounts of $15,000.

Leases
The Home leases facilities and equipment. Leases are recorded on the statement of financial position as right-of-use (ROU) assets and lease liabilities and are classified as operating leases or finance leases.

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The Home has elected the practical expedient for certain lease agreements for facilities that include base rental payments which include both a lease component (the right to use the building) and a non-lease component (payment or reimbursement for services provided, i.e., maintenance). Under the practical expedient, the Home combines the lease component and non-lease component as a single lease component.

The Home has elected to apply the short-term lease exemption to certain leases. Short-term leases are defined as leases with lease terms of 12 months or less or a 12-month lease with an option to extend in which it is reasonably certain the option will not be exercised. If it is probable that the option will be exercised, the non-cancellable lease will not qualify as a short-term lease.

Lease expense for short-term leases is recognized straight-line over the lease term, and any variable lease payments are recorded in the period in which the obligation for those payments is incurred.

Lease liabilities are discounted to the present value of the future payments remaining after the commencement date. The discount rate used on new or amended lease agreements is the risk-free discount rate applicable to the lease term.

Variable lease payments include the Home's payments for its pro-rata share of real estate taxes and building insurance not included in the base rental payment amount, which are recorded as lease expense when the amount becomes measurable. Variable payments on equipment leases include additional rents based on equipment usage which are recorded as lease expense when the amount becomes measurable.

The ROU asset is measured using the lease liability plus any lease payments made before the commencement date, plus any initial direct costs, less any lessor incentive. ROU assets - operating leases are amortized over the assets' lease term.

Investments, Beneficial Interest in Perpetual Trusts, and Fair Value Measurements
The Home reports its investments and beneficial interest in perpetual trusts at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. A fair value measurement assumes that the transaction to sell the asset or transfer the liability occurs in the principal market for the asset or liability or, in the absence of a principal market, the most advantageous market. Valuation techniques that are consistent with the market, income or cost approach, as specified by authoritative guidance, are used to measure fair value.

The fair value hierarchy prioritizes the inputs to valuation techniques used to measure fair value into three broad levels:

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Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities the Home has the ability to access.

Level 2 inputs (other than quoted prices included within level 1) are observable for the asset or liability, either directly or indirectly.

Level 3 are unobservable inputs for the asset or liability and rely on management's own assumptions about the assumptions that market participants would use in pricing the asset or liability. The unobservable inputs are developed based on the best information available in the circumstances and may include the Home's own data.

The Home reports investments and beneficial interest in perpetual trusts at fair value on a recurring basis. Such amounts are classified at level 1 and 3 within the fair value hierarchy.

Level 1 investments owned by the Home and listed on a National Securities Exchange are valued at the last recorded sales price as of the financial statement reporting date. In the absence of recorded sales, level 1 investments are valued at the last quoted bid price reported as of the financial statement reporting date.

Level 3 investment values are provided by the trustee who develops their valuations using the third-party monthly investment broker's statements. Due to the inaccessibility of these broker statements as well as the Home's lack of control over the investing activities, the funds held in a trust are measured using unobservable market inputs in accordance with authoritative guidance.

Certain investments are valued at net asset value (NAV), which is used as a practical expedient to estimate fair value.

Realized and unrealized gains and losses are included in net investment return in the statement of activities. Gains and losses on investments are reported as changes in net assets without donor restrictions, unless gains and losses on investments are restricted by a donor's explicit stipulation or by a law that extends a donor's restriction.

Interest and dividends on investments are reported as part of investment return. Dividends are recorded on the ex-dividend date and interest is recorded on the accrual basis of accounting. Purchases and sales of securities are recorded on the trade date.

Assets Held for Sale

An asset or business is classified as held for sale when management commits to a plan to sell and the asset is actively marketed, it is available for immediate sale and the sale is expected to be completed within one year, and it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn. In isolated instances, assets may be held for sale in excess of one year due to events or circumstances beyond the Home's control.

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Property and Equipment
All expenditures for property and equipment in excess of $2,500 are capitalized at cost. Donated assets are recorded at fair value. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets, ranging from 3 to 40 years.

Debt Issuance Costs
Debt issuance costs are amortized as interest expense over the life of the respective debt on a straight-line basis. In accordance with authoritative guidance, debt issuance costs related to a debt liability are presented in the statement of financial position as a direct reduction from the carrying amount of that liability.

Deferred Revenue
Deferred revenue represents contract revenue which has been collected in advance. These amounts are recognized as revenue in the period in which the revenue is earned. Deferred revenue at June 30, 2022 was $1,187,690.

Support and Revenue Recognition

Grants and Contract Services – The Home recognizes revenue from cost-reimbursement grants when the related expenditures are incurred and from contracts at the point in time the services are performed. From time to time, the Home receives funds before such amounts are earned; those amounts are recorded as deferred revenue on the accompanying statements of financial position.

Fees for Service – The Home recognizes program fees, third-party, and Medicare and Medicaid receipts at a point in time when services to the client have been rendered.

Contributions – The Home recognizes contributions in the fiscal year in which the contribution is made. Contributions are recorded either as without or with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. However, it is the policy of the Home to recognize contributions with donor restrictions that are both received and expended during the same fiscal year as contributions without donor restrictions.

Contributed Nonfinancial Assets – Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills and are provided by individuals possessing those skills, and that would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

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Special Events – Special events revenue is comprised of an exchange element based upon the direct benefits donors receive and a contribution element for the difference. The Home recognizes special events revenue equal to the fair value of direct benefits to donors when the special event takes place. The Home recognizes the contribution element of special event revenue immediately, unless there is a right of return if the special event does not take place.

Other Income – Other income is recognized when services have been rendered and/or contractual obligations have been met.

Bequests – Conditional contributions are recognized in the period in which the conditions are met.

Income Taxes

The Home is exempt from income taxes as a public charity under Section 501(c)(3) of the Internal Revenue Code. Management believes that the Home operates in a manner consistent with its tax-exempt status at both the state and federal level.

The Home annually files IRS Form 990 – *Return of Organization Exempt From Income Tax,* reporting various information that the IRS uses to monitor the activities of tax-exempt entities. These tax returns are subject to review by the taxing authorities, generally for a period of three years after they were filed. The Home currently has no tax examinations in progress.

Advertising Costs

Advertising costs are expensed as incurred.

Allocation of Expenses

The Home's costs have been allocated between program, management and general, and fundraising based on direct identification when possible, and allocation if an expenditure benefits more than one program or function. Depreciation and occupancy have been allocated to functional classifications based on square footage of facilities. Interest expense is allocated based on the functional purpose for which debt proceeds were used. Other costs have been allocated based on time and effort.

Estimates and Assumptions

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 and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

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Reclassifications
Certain amounts in the 2023 financial statements have been reclassified to conform to the 2024 financial statement presentation.

Subsequent Events
Management has evaluated subsequent events through October 25, 2024, which is the date these financial statements were available to be issued.

3. Liquidity and Availability

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

	2024	2023
Financial Assets:		
Cash and cash equivalents	$ 66,003	$ 83,437
Accounts and grants receivable, net	12,671,633	7,677,458
Contributions receivable, net	256,222	410,153
Investments, current	2,880,000	6,600,000
Financial assets, at end of year	15,873,858	14,771,048
Less financial assets unavailable for general expenditure:		
Donor restrictions	535,363	490,502
Financial assets available for general expenditure within one year	$ 15,338,495	$ 14,280,546

The Home has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Home regularly monitors liquidity to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition, the Home manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they come due.

In the event of an unanticipated liquidity need, the Home has a revolving line of credit with a local bank for $10,000,000 (Note 9). In addition, the Board, at its discretion, could expend from its board-designated endowment funds of $20,957,739 and $22,366,208 at June 30, 2024 and 2023, respectively, (Note 12), as necessary and appropriate to meeting unanticipated contingencies.

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4. Contributions Receivable

Contributions receivable consist of unconditional promises to give. The unconditional promised contributions at June 30, 2024 and 2023 are due as follows:

	2024	2023
Within one year	$ 271,222	$ 425,153
Less allowance for doubtful accounts	15,000	15,000
Contributions receivable, net	$ 256,222	$ 410,153

5. Right-of-Use Assets and Leases Payable

The Home leases facilities for offices and programmatic services under non-cancellable operating leases. These leases expire at various dates through September 2032. The Home also leases certain office equipment through operating leases that expire at various dates through June 2027.

The related cost of the right-of-use assets and accumulated amortization were as follows:

	2024	2023
Right-of-use assets - operating leases:		
Facilities leases	$ 3,077,132	$ 2,384,325
Equipment leases	43,172	43,172
	3,120,304	2,427,497
Less accumulated amortization	1,332,929	709,220
Right-of-use assets - operating leases	$ 1,787,375	$ 1,718,277

During the year ended June 30, 2024, the Home completed two operating leases for facilities originally valued at $156,199. No gain or loss was recognized on these transactions.

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The components of lease cost for the years ended June 30, 2024 and 2023 were as follows:

	2024	2023
Operating lease cost	$ 833,985	$ 777,314
Short-term lease cost	594,715	430,286
Variable lease cost	542,526	412,243
Total lease cost	$ 1,971,226	$ 1,619,843

Short-term lease cost represents the cost incurred by the Home for renting housing facilities to accommodate programs on behalf of its clients. These lease agreements have a duration of less than twelve months.

Other information related to the leases for the years ended June 30, 2024 and 2023, is as follows:

	2024	2023
Operating cash flows from operating leases	$ 991,368	$ 926,553
ROU assets obtained in exchange for new operating lease liabilities	$ 849,005	$ 137,969
Weighted average remaining lease term	4.81 years	4.63 years
Weighted average discount rate	2.47%	2.86%

Future minimum lease payments under the non-cancellable lease agreements as of June 30, 2024, are as follows:

Year Ending	
June 30, 2025	$ 673,363
June 30, 2026	347,244
June 30, 2027	318,317
June 30, 2028	250,134
June 30, 2029	143,537
Thereafter	331,947
	2,064,542
Less present value	129,695
	1,934,847
Less current portion	636,617
Leases payable, long-term	$ 1,298,230

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Investments and Beneficial Interest in Perpetual Trusts

Investments and beneficial interest in perpetual trusts are presented in the financial statements at their aggregate fair value and consist of the following at June 30, 2024 and 2023:

	June 30, 2024			
	Level 1	Level 3	NAV (a)	Total
Cash and cash equivalents	$ 4,213,328	$ -	$ -	$ 4,213,328
Equity mutual funds:				
Domestic	18,448,843	-	-	18,448,843
International	9,441,857	-	-	9,441,857
	27,890,700	-	-	27,890,700
Fixed income mutual funds	12,607,795	-	-	12,607,795
Beneficial interest in perpetual trusts	-	15,546,251	-	15,546,251
Alternative investments:				
Core property fund	-	-	3,495,667	3,495,667
Global private equity fund	-	-	4,464,203	4,464,203
Private asset fund	-	-	2,560,465	2,560,465
	-	-	10,520,335	10,520,335
Total investments and beneficial interest in perpetual trusts	$ 44,711,823	$ 15,546,251	$ 10,520,335	$ 70,778,409

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	June 30, 2023			
	Level 1	Level 3	NAV (a)	Total
Cash and cash equivalents	$ 736,042	$ -	$ -	$ 736,042
Equity mutual funds:				
Domestic	18,032,483	-	-	18,032,483
International	10,000,147	-	-	10,000,147
	28,032,630	-	-	28,032,630
Fixed income mutual funds	12,749,040	-	-	12,749,040
Beneficial interest in perpetual	-	14,344,473	-	14,344,473
Alternative investments:				
Core property fund	-	-	4,841,404	4,841,404
Global private equity fund	-	-	4,728,906	4,728,906
Private asset fund	-	-	1,939,174	1,939,174
Structure credit fund	-	-	3,416,583	3,416,583
	-	-	14,926,067	14,926,067
Total investments and beneficial interest in perpetual trusts	$ 41,517,712	$ 14,344,473	$ 14,926,067	$ 70,788,252

In accordance with Subtopic 820-10, certain financial instruments that were measured at net asset value per share (or its equivalent) have not been classified in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the line items presented in the statements of financial position and notes to the financial statements.

Certain alternative investments have limited liquidity with lock-up periods ranging from zero to two years, allowing withdrawals quarterly with 65 to 105 days prior notice required, as defined in the agreements. Certain alternative investments have a holdback of 10% of total redemptions on final payment which is to be held in escrow until the completion of the fund's audit.

Unfunded commitments related to alternative investments were approximately $3,232,600 and $3,838,900 at June 30, 2024 and 2023, respectively.

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At June 30, 2024 and 2023, investments equal to the upcoming year's Board-approved spending policy, totaling $2,880,000 and $6,600,000, respectively, are classified as current in the accompanying statements of financial position. These amounts are reflected as current assets because they represent the draw from investments to fund the Home's operations in the subsequent fiscal year. Since the remaining amount of investments is intended for long-term investment purposes, these investments are classified as long-term assets.

The Home values its beneficial interest in perpetual trusts at fair value based on the information provided by the financial institution.

A reconciliation of investments measured at fair value using significant unobservable inputs (level 3) is as follows:

Description	Level 3
Balance at June 30, 2022	$ 13,389,354
Net change for the year ended June 30, 2023	955,119
Balance at June 30, 2023	$ 14,344,473
Net change for the year ended June 30, 2024	1,201,778
Balance at June 30, 2024	$ 15,546,251

Beneficial Interest in Perpetual Trusts
The Home holds beneficial interests in perpetual trusts. Under the terms of the trust agreement, the Home has the irrevocable right to receive the income earned by the trusts. In accordance with the donors' wishes, the accumulated investment income, net of fees from these investments, is available for current operations. During the years ended June 30, 2024 and 2023, the Home received distributions of trust income in the amount of $521,154 and $538,652, respectively.

6. Assets Held for Sale

During the year ended June 30, 2024, the Home committed to sell a certain facility location. As of June 30, 2024, these assets were classified on the accompanying statements of financial position as assets held for sale with a cost basis of $1,007,356, accumulated depreciation of $474,813 and net book value of $532,543.

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7. Property and Equipment

Property and equipment consisted of the following:

	2024	2023
Land and improvements	$ 2,534,858	$ 2,534,858
Building and improvements	48,544,120	48,160,622
Leasehold improvements	3,257,845	3,150,160
Furniture and equipment	9,539,237	9,261,508
Motor vehicles	212,375	212,375
Construction in progress	19,419	602,347
Total property and equipment	64,107,854	63,921,870
Less accumulated depreciation	30,032,801	28,358,054
Property and equipment, net	$ 34,075,053	$ 35,563,816

At June 30, 2024, construction in progress related to miscellaneous projects which are expected to be placed into service during the year ending June 30, 2025.

At June 30, 2023, construction in progress consisted of approximately $495,700 for the Home's Unity House Building and $106,600 for various equipment and other miscellaneous projects. During the year ended June 30, 2024, new program assets were placed into service. Depreciation on these costs commenced when placed into service.

During the year ended June 30, 2023, the Home disposed of various property and equipment that was included in construction in progress as of June 30, 2022, resulting in a loss on disposal of $1,164,444. In addition, the Home sold five parcels of land for a net price of $1,421,039, resulting in a total net gain on disposal/sale of property and equipment of $256,595.

8. Line of Credit

The Home has a line of credit with a financial institution with a maximum borrowing limit of $10,000,000 and a maturity date of July 1, 2025, which was extended from August 31, 2024. The line of credit is secured by the investments of the Home. The line is payable on demand with interest payable monthly at the LIBOR Advantage Rate plus 1.95%; effective April 1, 2023, the interest rate was amended to the daily Bloomberg Short Term Bank Yield (BSBY). Effective June 17, 2024, the interest rate was amended to the daily Secure Overnight Financing Rate (SOFR) (5.33% and 5.09% at June 30, 2024 and 2023, respectively) plus 2.25%.

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The line of credit agreement requires the Home to maintain certain financial and administrative covenants. The Home did not meet certain financial and non-financial covenants during the year ended June 30, 2023, and subsequent reporting periods through December 31, 2023. On March 28, 2024, the Home obtained waivers for all debt covenants and reporting defaults and amended covenant requirements as defined in the related debt agreement. At June 30, 2024, the Home was in compliance with all debt covenant requirements.

9. Long-Term Debt

Long-term debt consisted of the following at June 30, 2024 and 2023:

	2024	2023
Massachusetts Development Finance Agency (Mass Bond) privately placed fixed rate bonds, with interest at a fixed rate of 3.45% and a maturity date of March 1, 2037. On March 28, 2024, the bond agreement was amended. The interest rate is now 79% times the sum of Daily Secured Overnight Financing Rate (SOFR) (5.33% and 5.09% at June 30, 2024 and 2023, respectively) plus 3.50% and the maturity date is July 25, 2025. The bonds are subject to certain financial and administrative covenants which were also amended. (1)	$ 6,700,000	$ 7,800,000
Term loan to reimburse construction related costs associated with a certain project up to $6,400,000, collateralized by a percentage of certain of the Home's investments and real property as defined in the agreement, with interest payable at one-month LIBOR plus 1%. Effective April 1, 2023, the interest rate was amended to the daily BSBY. Effective June 17, 2024, the interest rate was amended to daily SOFR (5.33% and 5.09% at June 30, 2024 and 2023, respectively) plus 2.25% and the maturity date is July 1, 2025. The loan is subject to certain financial and administrative covenants.	4,228,689	4,467,204

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Note payable, collateralized by certain investments and real property with interest at a fixed rate of 3.28% and a maturity date of April 25, 2025. The note is subject to certain financial and administrative covenants.	1,863,251	2,144,402
New Hampshire HEFA bond payable, collateralized by certain real property with interest at a fixed rate of 3.12% and a maturity date of September 1, 2037. The note is subject to certain financial and administrative covenants.	2,290,932	2,426,560
Auto loan payable, collateralized by certain real property. The loan has a de minimis rate of interest and a maturity date of July 1, 2025.	7,316	13,587
Mortgage payable with a third party, due in monthly installments of $2,500, which includes interest at 7.50% and a maturity date of April 1, 2038.	331,803	336,716
	15,421,991	17,188,469
Less current portion	2,853,528	1,792,241
Debt, long-term portion	12,568,463	15,396,228
Less unamortized debt issuance costs	186,751	101,454
Total debt, less current portion and unamortized debt issuance costs	$ 12,381,712	$ 15,294,774

(1) The Home did not meet certain financial and non-financial covenants during the year ended June 30, 2023 and subsequent reporting periods through December 31, 2023. However, effective March 28, 2024, the Home amended its banking agreements, including obtaining waivers for all prior period debt covenant and reporting defaults through March 28, 2024, and amending new covenants requirements as defined in the agreement. In connection with the amendment on March 28, 2024, the Home paid $1,000,0000 in principal and agreed to subsequent monthly principal repayments of $50,000 beginning May 1, 2024 through July 1, 2025. In connection with this refinancing, the Home incurred $115,188 of debt issuance costs which will be amortized over the term of the related debt.

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Certain long-term debt requires the Home to maintain certain financial and administrative covenants. At June 30, 2024, the Home was in compliance with all debt covenant requirements.

Scheduled maturities of long-term debt are as follows:

Year Ending	
June 30, 2025	$ 2,853,528
June 30, 2026	10,241,620
June 30, 2027	155,489
June 30, 2028	160,606
June 30, 2029	166,216
Thereafter	1,844,532
Total	$ 15,421,991

10. Net Assets

A summary of net assets at June 30, 2024 and 2023 is as follows:

	2024	2023
Net Assets without Donor Restrictions:		
Available for operations	$ 1,972,214	$ (1,279,338)
Invested in property and equipment	18,839,813	18,476,801
Board-designated for endowment	20,957,739	22,366,208
Total net assets without donor restrictions	$ 41,769,766	$ 39,563,671

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Net Assets with Donor Restrictions:		
Subject to expenditure for specific purpose		
After-school programs	$ 133,895	$ 7,500
Behavioral health programs	40,000	13,333
CFCC Clinic - training and education	107,450	72,440
Facilities renovations	259,650	10,150
Family resource center	-	15,000
Homeless youth programs	-	22,000
LBGTQ+ youth	-	12,000
New service innovations	100,571	100,571
Vocational programs	92,033	50,000
Other miscellaneous programs	61,414	33,769
	795,013	336,763
Subject to time restriction	-	163,889
Subject to spending policy and appropriations		
Endowments for specific programs	3,846,130	3,818,763
Endowments for general support	13,221,890	13,235,335
	17,068,020	17,054,098
Total net assets with donor restrictions restricted by time and purpose	17,863,033	17,554,750
Subject to restriction in perpetuity		
Endowments for specific programs	2,365,577	2,365,577
Endowments for general support	9,184,240	9,073,156
Beneficial interest in perpetual trusts (Note 6)	15,546,251	14,344,473
Total net assets with donor restrictions restricted in perpetuity	27,096,068	25,783,206
Total net assets with donor restrictions	44,959,101	43,337,956
Total net assets	$ 86,728,867	$ 82,901,627

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11. Endowment

Board-designated Funds Functioning as an Endowment
The Board designated certain net assets without donor restrictions as funds functioning as endowment to support the mission of the Home. Since the funds resulted from an internal designation and are not donor-restricted, they are classified and reported as net assets without donor restrictions. However, they are managed in the same manner as the donor-restricted endowment funds described below.

Donor-restricted Endowments
The Home's donor-restricted endowment consists of individual funds established at the request of the donors for specific purposes.

Interpretation of Relevant Law
The Massachusetts Uniform Prudent Management of Institutional Funds Act (UPMIFA), requires the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result, the Home classifies as net assets with donor restrictions in perpetuity (a) the original value of gifts donated to the endowment held in perpetuity, (b) the original value of subsequent gifts to the endowment held in perpetuity, and (c) accumulations to the endowment held in perpetuity made in accordance with the direction of the original gift instrument. The remaining portion of the donor-restricted endowment fund that is not classified as net assets with donor restrictions subject to donor restriction in perpetuity is classified as net assets with donor restrictions subject to spending policy and appropriations until those amounts are appropriated for expenditure by the Home in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Home considers the long and short-term needs of the Home in carrying out its mission, the Home's present and anticipated financial requirements, expected total returns on the Home's investments, and general economic conditions in making a determination to appropriate or accumulate donor-restricted endowment funds.

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Changes in endowment net assets were as follows for the year ended June 30, 2024:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets beginning of year,	$ 22,366,208	$ 28,492,831	$ 50,859,039
Contributions	211,805	111,084	322,889
Investment return, net	2,892,467	2,891,135	5,783,602
Additional draw	(3,770,126)	-	(3,770,126)
Appropriations under spending policy	(742,615)	(2,877,213)	(3,619,828)
Endowment net assets, end of year	$ 20,957,739	$ 28,617,837	$ 49,575,576

Changes in endowment net assets were as follows for the year ended June 30, 2023:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year, as previously stated	$ 24,252,820	$ 35,053,843	$ 59,306,663
Prior period adjustment	5,798,096	(5,798,096)	-
Endowment net assets beginning of year	30,050,916	29,255,747	59,306,663
Contributions	10,302	127,258	137,560
Investment return, net	2,365,630	1,838,329	4,203,959
Additional draw	(9,353,219)	-	(9,353,219)
Appropriations under spending policy	(707,421)	(2,728,503)	(3,435,924)
Endowment net assets, end of year	$ 22,366,208	$ 28,492,831	$ 50,859,039

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Funds with Deficiencies

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 Home to retain as a fund of perpetual duration (underwater endowments). The Home has interpreted UPMIFA to permit spending from underwater endowments in accordance with prudent measures required under law. At June 30, 2024, two funds with original gift values of $1,163,973, fair values of $1,076,750, and deficiencies of $87,223 were reported in net assets with donor restrictions. At June 30, 2023, two funds with original gift values of $1,160,686, fair values of $1,071,673, and deficiencies of $89,013 were reported in net assets with donor restrictions. During the years ended June 30, 2024 and 2023, the Home appropriated $116,841 and $102,625 for expenditure from these underwater endowments, respectively. Management expects these amounts to be fully recovered during fiscal year 2025 due to favorable market fluctuations.

Return Objective and Risk Parameters

The Home has adopted an investment policy for endowment assets that strives 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 the Home must hold in perpetuity as well as its board-designated funds. Given the relationship between risk and return, a fundamental step in determining the investment policy for endowment funds is the determination of an appropriate risk tolerance.

After taking into consideration such factors as corporate financial stability, uncertainty of cash flows in and out of the endowment funds over the long term and capital market volatility, the Board believes a moderate risk strategy is prudent. Under this policy, as approved by the Board, the goal is to have stable returns over the long term, with a reduced potential of negative returns in any given year.

If the endowment assets earn investment returns beyond the spending policy, that excess amount is available for appropriation and is classified as net assets with donor restrictions subject to spending policy and appropriation until appropriated by the Board for expenditure. However, in years of negative overall investment performance, compliance with the law and U.S. GAAP prohibits the reduction of net asset balances with donor restrictions subject to restriction in perpetuity. In such years, net assets without donor restrictions and/or net assets with donor restrictions subject to spending policy and appropriation may be reduced to maintain the balance of net assets with donor restrictions subject to donor restriction in perpetuity as well as increasing the balance to maintain the fund's purchasing power.

At no time may an appropriation be made where the market value of the true endowment funds after the appropriation would be below historic dollar value.

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Spending Policy and How the Investment Objectives Relate to the Spending Policy
The Home has a policy of appropriating for distribution each year up to 4.5% of its endowment fund's average fair value of the prior 13 quarters. Spending approved for the years ending June 30, 2025 and 2024 was $2,880,000 and $3,100,000, respectively. In establishing this policy, the Home 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 Home expects the current spending policy to allow its endowment funds to grow and is consistent with the Home's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

12. Massachusetts Surplus Retention Policy (Unaudited)

The retained amounts (surpluses below 20%) calculated under the Commonwealth of Massachusetts Operational Services Division (the OSD) provision 808 CMR 1.00: *Compliance, Reporting and Auditing for Human and Social Services* related to 808 CMR 1.19(3) Surplus Revenue Retention Policy are to be segregated in the net asset section of the statement of financial position by designating these as Massachusetts surplus revenue retention funds. Funds from the surplus revenue retention may be expended for activities and programs which are in accordance with the charitable purposes of the provider organization. Any excess surplus should be used to reduce future contracts or be recouped as determined by the OSD. The Home has no surplus retention funds at year-end.

13. Commitments and Contingencies

Medicaid Contingencies
Laws and regulations governing the Medicaid program are complex and subject to interpretation. Compliance with laws and regulations can be subject to future government review and interpretation as well as significant regulatory action. Failure to comply with such laws and regulations can result in fines, penalties and exclusion from the Medicaid program.

Legal Matters
Various legal proceedings and claims are pending against the Home. Based on the information currently available, it is the opinion of management that the ultimate resolution of pending and threatened legal proceedings will not have a material adverse effect on the Home's financial position or the results of future operations.

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Retirement Plans

The Home has a qualified 403(b) tax deferred retirement plan which covers substantially all of its employees. Based on a formula determined by the Home, employee contributions are matched on a discretionary basis by the Home subject to legal limits. Expenses under this plan were approximately $1,147,900 and $992,300 for the years ended June 30, 2024 and 2023, respectively.

The Home also has a non-qualified deferred compensation plan under Sections 457(b) and 457(f) of the Internal Revenue Code for a key employee. Contributions to these plans totaled $30,250 and $21,750 for the years ended June 30, 2024 and 2023, respectively. The fair value of the investments and liabilities under these plans was $195,589 and $143,503 at June 30, 2024 and 2023, respectively, and is included within investments and accrued expenses on the accompanying statements of financial position.

15. Concentrations of Risk

Financial instruments that potentially subject the Home to concentrations of credit risk consist principally of cash and cash equivalents and receivables.

The Home maintains its cash and cash equivalents in three financial institutions. The balance at each institution is insured by the Federal Deposit Insurance Corporation up to $250,000. From time to time, the Home's cash balances may exceed this limit. Cash balances in excess of $250,000 are generally uninsured.

At June 30, 2024, approximately $150,000, or 48%, of the Home's outstanding contributions receivable was due from one donor. At June 30, 2023, approximately $110,000, or 26%, of the Home's outstanding contributions receivable was due from two donors. Management has performed an analysis of these receivables at year end and does not believe that there is a significant credit risk related to contributions receivable.

Investment securities are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is possible that changes in values of investment securities could occur in the near term and that such changes could materially affect investment balances and activity included in the financial statements.

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The Home for Little Wanderers

Reports Required by
Government Auditing Standards -
Title 2 U.S. *Code of Federal Regulations*
Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

Year Ended June 30, 2024

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THE HOME FOR LITTLE WANDERERS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2024

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Award Number/ Pass-through	Federal Expenditures	Amount Provided to Subrecipients
U.S. Department of Agriculture:				
Child Nutrition Cluster				
Passed through the Commonwealth of Massachusetts Department of Elementary and Secondary Education				
National School Lunch Program	10.555	234MA303N1199	$ 147,884	$ -
Total U.S. Department of Agriculture			**147,884**	-
U.S. Department of Housing and Urban Development:				
Passed through the City of Boston Mayor's Office of Housing				
Continuum of Care Program	14.267	MA0715Y1T002100	331,515	-
Direct Funding				
Continuum of Care Program	14.267	NH0148Y1T012000	215,016	-
Total U.S. Department of Housing and Urban Development			**546,531**	-
U.S. Department of the Treasury:				
Passed through the Commonwealth of Massachusetts Department of Mental Health				
Coronavirus State and Local Fiscal Recovery Funds	21.027	SCDMH62100236515PACY	1,290,158	-
Total U.S. Department of the Treasury			**1,290,158**	-
U.S. Department of Education:				
Passed through the New York State Education Department				
Twenty-First Century Community Learning Centers	84.287	S28C170032	922,598	-
Total U.S. Department of Education			**922,598**	-

See accompanying notes to the schedule of expenditures of federal awards and independent auditors' report.

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THE HOME FOR LITTLE WANDERERS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
Year Ended June 30, 2024

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Award Number/ Pass-through	Federal Expenditures	Amount Provided to Subrecipients
U.S. Department of Health and Human Services:				
Direct Funding				
Substance Abuse and Mental Health Services	93.243	1H79FG001251-01	258,740	-
Medicaid Cluster				
Passed through the Commonwealth of Massachusetts Department of Public Health				
Opioid STR	93.788	INTF2306M03193328028	247,377	-
		INTF2306M03193328029	247,377	-
			494,754	-
Total U.S. Department of Health and Human Services			**753,494**	-
Total Expenditures of Federal Awards			**$ 3,660,665**	**$ -**

See accompanying notes to the schedule of expenditures of federal awards and independent auditors' report.

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THE HOME FOR LITTLE WANDERERS
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2024

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of The Home for Little Wanderers (the Home) under programs of the federal government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Home, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Home.

2. Summary of Significant Accounting Policies

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

Pass-through entity identifying numbers are presented where available.

3. Indirect Cost Rate

The Home does not have a federally approved negotiated indirect cost rate agreement and, therefore, is subject to the 10-percent de minimis indirect cost rate under the Uniform Guidance.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
The Home for Little Wanderers:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Home for Little Wanderers (a not-for-profit organization) (the Home), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 25, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Home's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Home's internal control. Accordingly, we do not express an opinion on the effectiveness of the Home's internal control.

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

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Home's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Home's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the Home's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The Home's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Home's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Home's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kahn, Litwin, Renza & Co, Ltd.

October 25, 2024

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

To the Board of Directors of
The Home for Little Wanderers:

Report on Compliance for Major Federal Programs

Opinion on Each Major Federal Program

We have audited The Home for Little Wanderers' (a not-for-profit organization) (the Home) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the Home's major federal programs for the year ended June 30, 2024. The Home's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Home complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

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

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

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Responsibilities of Management for Compliance

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

Auditors' Responsibilities for the Audit of Compliance

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Home's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Home's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Home's internal control over compliance. Accordingly, no such opinion is expressed.

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

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Report on Internal Control over Compliance

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

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

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

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

Kahn, Litwin, Renza & Co, Ltd.

October 25, 2024

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THE HOME FOR LITTLE WANDERERS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued:	*unmodified*	
Internal control over financial reporting:		
• Material weaknesses identified?	____ Yes	X No
• Significant deficiencies identified?	____ Yes	X None reported
• Noncompliance material to financial statements noted?	____ Yes	X No

Federal Awards

Internal control over major programs:		
• Material weaknesses identified?	____ Yes	X No
• Significant deficiencies identified?	____ Yes	X None reported
Type of auditors' report issued on compliance for major federal programs:	*unmodified*	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?	____ Yes	X No

Identification of major federal programs:

Assistance Listing Number	*Name of Federal Programs*
21.027	Coronavirus State and Local Fiscal Recovery Funds
93.788	Opioid STR

Dollar threshold used to distinguish between type A and type B programs:	$750,000
Auditee qualified as low-risk auditee	____ Yes X No

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THE HOME FOR LITTLE WANDERERS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

None Noted.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None Noted.

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THE HOME FOR LITTLE WANDERERS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year Ended June 30, 2024

SECTION I - PRIOR YEAR FINANCIAL STATEMENT FINDINGS

23-01 Reporting of Endowment Funds

Condition: During the audit, it was noted that the Home's endowment funds were not reported properly, resulting in a prior period adjustment to increase net assets without donor restrictions and reduce net assets with donor restrictions.

Cause: Management of the Home reviewed its endowment net assets classification and discovered a misclassification between board-designated and donor-restricted endowments. The supporting reconciliating schedule that tracked the Home's endowment activity was incorrectly allocating investment activity and spending to donor-restricted endowments for certain lines when it should have been allocated to board-designated endowments.

Effect: The prior period adjustment resulted in a reclassification of $5,798,096 of donor-restricted endowments to board-designated endowments as of July 1, 2022. This change resulted in a $5,798,096 increase in net assets without donor restrictions as of July 1, 2022, and a decrease in net assets with donor restrictions as of July 1, 2022, in the same amount. These reclassifications had no effect on the Home's total net assets.

Recommendation: We recommend the Home conduct a thorough review of all individual endowment funds for proper classification in accordance with the related endowment agreements.

Status of Prior Year Finding: Management has agreed with the recommendation and is in the process of reviewing individual endowment funds and related agreements.

22-01 Financial Statement Close

Criteria: The Home must have sufficient resources, processes, and systems to close the books on a timely basis. This includes analyzing and reconciling accounts, adjusting the books and records, preparation of financial statements and disclosures and timely filing of various regulatory reports, among other matters.

Condition: The Home's billing practices were deficient, including timeliness of billings, the misapplication of cash receipts and the controls relating to billed and unbilled accounts. Numerous accounts were not reconciled and analyzed in a timely manner at year-end. The quantity of year-end adjustments had a material effects on financial results. Additionally, the turnover in personnel and open positions disrupted the normal cadence of policies, practices and procedures. This resulted in the Home's inability to finalize books and records timely which hindered the facilitation of various regulatory reporting requirements.

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Recommendation: Management should assess its current resources and practices, with the goal of having more timely and accurate financial information, reconciliations and reporting protocols.

Status of Prior Year Finding: Management engaged a third party to review, recommend and implement improvements to the current billing and contract management processes. This will include improved documented processes and procedures along with the needed training to be effectively implemented and continued. These improvements will result in a more timely close process and required filing submissions. These improvements were seen in the fiscal year ended June 30, 2024 and this matter is now considered closed.

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Name	Affiliation	Email Address
Tim Miner *Chair*	*Former President* TJX | MarMaxx	[redacted]
Damon Hart *Vice Chair*	*Deputy Chief Legal Officer* Liberty Mutual Insurance	[redacted]
Deborah Gray *Secretary*	*General Counsel* The Achievement Network	[redacted]
Dan Tempesta	*Chief Financial Officer*	[redacted]
Maureen Burns	*Partner* Bain & Company	[redacted]
Emily Trent	*SVP Marketing Director* *TJX Maxx and Marshalls*	[redacted]
Renee Connolly	*Head of Communications and Corporate Responsibility* MilliporeSigma	[redacted]
Lauren Coyne	Board of Directors	[redacted]
Beth Johnson	*Chief Marking Officer and Head of Virtual Channels* Citizens Bank Financial Group	[redacted]
Jeff Keffer	*Chief Executive Officer & President* Longview Power	[redacted]
Demos Kouvaris	*COO and CFO* Chestnut Hill Ventures, LLC	[redacted]
Robert Lauck	*Partner, Audit and Assurance* Deloitte & Touche, LLP	[redacted]
Katelyn O'Brian	Partner	[redacted]

	Proskauer Rose LLP	
Ashlee McClary	Board of Directors	[redacted]
Michelle McDonough	*Independent Trustee on Tidal ETF Trust II.*	[redacted]
Adrienne Penta	*Executive Director of the Center for Women & Wealth* Brown Brothers Harriman	[redacted]
Tim Kierstead	Board of Directors	[redacted]
Andrew Suchoff	Board of Directors	[redacted]
Delphine Zurkiya	Board of Directors	[redacted]
Tom Beaudoin	Board of Directors	[redacted]

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Catherine O'Leary

[redacted]

EDUCATION

CAMBRDIDGE COLLEGE — **Cambridge, MA**

Certificate in Substance Abuse Studies — Dec. 2018

PEPPERDINE UNIVERSITY — **Malibu, CA**

Bachelor of Arts, Political Science — May 1993

WORK EXPERIENCE

THE HOME FOR LITTLE WANDERERS — **Brighton, MA**

Vice President of Congregate Care — March 2020- Present

Responsible for leadership and oversight of The Home's Residential Schools and Group Home Programs. Provide guidance and supervision to Program Directors to ensure quality programming throughout programs. Serve on the executive leadership team to collaboratively promote the goals, mission, and vision of The Home.

ELIOT COMMUNITY HUMAN SERVICES — **Lexington, MA**

Service Director Social Services Division — Sept. 2014- March 2020

Oversee DCF contracted programs-STARR, IGH and Family Networks. Ensure that the model of care is implemented in all aspects of the work. Provide continuous improvement to program operations and service delivery. Part of senior leadership team that develops and implements a strategic plan.

CAMBRIDGE FAMILY AND CHILDREN SERVICES — **Cambridge, MA**

Consultant — Dec. 2011-July 2012

Provide programmatic consultation to a DCF contracted group home. Work with the Program Director to develop and implement systems, identify, and support best practices and create strategies to correct deficits.

ELIOT COMMUNITY HUMAN SERVICES — **Lexington, MA**

Service Director Juvenile Justice Division — July 2008-Sept. 2014

Supervise operations of detention, assessment, and treatment programs for DYS involved youth. Ensure service delivery is optimal and within contractual requirements and licensing regulations. Oversee start-up of newly contracted programs.

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ELIOT COMMUNITY HUMAN SERVICES **Roxbury, MA**

Program Director Metro Treatment 2007- July 2008

Provide oversight for a 20 bed DYS residential treatment program for high-risk adolescent males, including budgetary, clinical, medical, educational, and residential components. Hire, train, supervise and evaluate managers and staff. Provide 24 hour on-call coverage.

ELIOT COMMUNITY HUMAN SERVICES **Framingham, MA**

Program Director, Chrysalis House Sept. 2004- March 2007

Overall management of a 34-bed residential treatment facility for adolescent girls committed to DYS. Facilitate management, supervisory and staff meetings. Hire, train, supervise and evaluate managers and staff. Provide 24 hour on-call coverage.

WALKER SCHOOL **Needham, MA**

Assistant Director of Residential Programs Oct 199-Sept. 2004

Responsible for continuous program development and on-going management of intensive residential treatment and blended programs. Hire, train, supervise and evaluate supervisory and childcare staff. Facilitate weekly department, supervisor and treatment meetings. Oversee behavioral support system and activity programming.

BAY STATE COMMUNITY HUMAN SERVICES **Weymouth, MA**

Survival Shelter, Assistant Director Sept 1998-Oct. 1999

Provide supervision and on-going training for staff. Facilitate staff and treatment meetings. Develop and maintain positive, productive working relationships with funding source, licensing body and collaterals.

THE HOME FOR LITTLE WANDERERS **Waltham, MA**

Childcare Supervisor/ Summer Program Coordinator April 1997-Sept. 1998

Coordinate and supervise shifts and provide supervision to childcare staff. Plan and facilitate weekly therapeutic groups. Coordinate summer programming including oversight of staff and implementation of activities.

CAROLINA HILL TRANSITIONAL SHELTER **Marshfield, MA**

Senior Child Life Advocacy Coordinator Oct 1993-April 1997

Provide support and guidance to children and parents in a DTA funded shelter. Supervise Child Life Advocate Staff. Plan and execute daily activities for children, birth to adolescence.

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Autumn Nall

[redacted]

Social Services Professional- Customer Service Representative-Child Care Provider

Dedicated personal-care professional with specialization in child development and relations. Able to develop rapport with a diverse groups of individuals and maintain poise under pressure. Strong administrative competencies handling time sensitive information and confidential records; and maintaining a high degree of professionalism over the phone or in person. Skilled in research, human resources, and inter-personal relationships.

- Relationship Management
- Mediation Skills
- CPR/First Aid Certified
- Research
- Public Speaking
- CPI
- Customer Service
- Event Planning
- Child Development
- Human Resources
- 55 WPM
- Analytical & Problem Solving Skills
- Curriculum Development
- Nutritional/Exercise Science
- Microsoft Office Advanced Skill

WORK EXPERIENCE

The Home For Little Wanderers- Program Director Aug 2022-present

- Oversee a team of 5 staff
- Provide supervision to staff
- Attend all financial meetings
- Ensure my team maintains all documentation
- I facilitate meetings with potential referral sources
- Develop program policies and procedures that align with the differing funding sources

Kathy Ireland Recovery - Outreach Specialist December 2021

- I collaborate with providers throughout NH to build relationships and a referral
- I coordinate intakes/discharges with the clinical team
- I developed a territory analysis and lead board
- I facilitate meetings with potential referral sources
- I sit in on monthly SUD meetings in NH
- I maintain all documentation of visits/calls and interactions

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Autumn Nall

[redacted]

WestBridge - Admissions Clinician Nov 2018- December 2022

- Worked in collaboration with treatment providers, gathering and reviewing records, formally and informally assessing potential participants (clients)
- Provided crisis interventions, as well as conducted ongoing brief interventions and consultations as a part of the screening and referral process
- Facilitated Case Conference and Transition Case Conferences for participants and families to move though the continuum of care
- Flew throughout the United States in order to conduct Meet and Greets, assessing prospective participants for clinical appropriateness
- Maintained all clinical documentation in the Electronic Medical Record (EMR)
- Participated in Admission On-Call rotating evenings and weekends
- Created a comprehensive analysis of admissions data to present to the board as a means to support the organization in expansion
- participated in organizational groups such risk management, Diversity and inclusion, Wellness committee and QI

WestBridge- ACT team Dec 2017- Nov 2018

- Participated in side-by-side in daily living activities with participants
- Provided daily access to medications as prescribed by providers
- Facilitated weekly groups with a foundation of Cognitive Behavioral Therapy
- Facilitated weekly Family Education and Support
- Provided strength based individual counseling to include psychoeducation pertaining to mental health and substance abuse symptom management
- Utilized Motivational Interviewing skills to support participants in working though their ambivalence around wellness and recovery
- Developed, reviewed, and revised participants Personal Achievement Agenda (PAA) to support participants with maintaining and achieving their goals
- Supported participants recovery utilizing urine screenings to support them on their journey of recovery

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Autumn Nall

[redacted]

- Collaborated with team members on a daily basis to ensure continuity of care and treatment for each participant

Families in Transition- Open Doors Case Worker Feb 2016-Dec 2017

Manchester NH

- Working with patients and insurance companies
- coordinate schedules
- Ran a budget class to support participants in the shelter to move towards an apartment
- Provide support to sign up for benefits
- Provide transportation to Dr appointments
- work with patients regarding resources
- Provide support to participants to ensure basic needs are met
- schedule intakes with substance use providers
- Organize and run a wellness fair to provide insight into community resources

Groups Recover Together- Clinic Coordinator April 2016-

Keene NH

- Working with patients and insurance companies
- coordinate schedules
- Order for the office
- manage all office income
- work with patients regarding resources
- keep the office oraganized and prepped
- schedule intakes.
- manage the front office

Ground Works Drop in Center - Resource Coordinator April 2015- April 2016

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Autumn Nall

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Brattleboro VT

- Connect clients to resources
- run the toy campaign
- manage the front office
- answer and coordinate/direct phone calls
- ensure clients participate in surveys
- accept and manage all donations
- monitor the cleaning crew
- Communicate within a team

EDUCATION

National Exercise Trainers Association

Pilates Mat Certification

Personal Trainer Certfied 2012-2013

Masters of Human Services

Capella University, Minneapolis, MN 2010-2011

Date of Graduation: Sept 2011

Bachelors of Arts, Sociology 2006-2009

Concentration in Women's Studies

Keene State College, Keene, NH

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Tobias G. Iselin
[redacted]

Objective

To work in a student-centered and high-performing school with a collaborative and community-centered mission

Antioch University New England, Keene NH Summer 2013 – Fall 2014
Principal Certification Program

Keene State College, Keene NH Fall 2010 - Spring 2012
Master of Education, School Counseling
4.0 GPA

Keene State College, Keene NH Fall 2002 - Spring 2007
Bachelor of Arts in Clinical Psychology
Magna Cum Laude, 3.8 GPA

Certifications & Certificates

NH Principal, School Counselor (#104104)	Experienced Educator Certificate - Current
NH School Counselor (#104104)	Experienced Educator Certificate - Current
NH General Special Education (#104104)	Experienced Educator Certificate - Current
NH Special Education Administrator (#104104)	Experienced Educator Certificate - Current
Certified Associate Instructor of Nonviolent Crisis Intervention® (CPI)	January 2009 - Present
CPR & First Aid Certification	Fall 2014 - Present
Critical Friends Group Certification, Antioch University	Summer 2013 - Present
Medication Certified: GSC Education & Training Partnership	Spring 2009 – Present
Introduction to Incident Command System, ICS-100	Fall 2020 - Present

Education Experience

Director, Wediko School November 2024 - Present

- Responsible for overseeing academic and residential programming

Co-Director, Wediko School July 2023 – November 2024

- Responsible for overseeing academic and residential programming in conjunction with my co-director

Principal & Special Education Administrator, Wediko School April 2019 – June 2023

- Oversee all aspects of special education
- All responsibilities of Principal (see below)

Principal, Wediko School January 2014 – April 2019

- Maintaining high standards for students and staff that support the school philosophy, mission, values, and goals
- Overseeing and managing all aspects of programming for the school including curriculum assessment & instruction, technology, state testing, and budgetary measures
- Designing, overseeing, and implementing professional development activities for educational staff
- Hiring, training, and supervising/evaluating staff
- Implementing and overseeing behavior management, discipline, and crisis situations

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- Collaborating with agency leaders to guide the vision of the school
- Collaborating and communicating with school districts, families, and other stakeholders
- Responsible for adhering to federal and state laws and regulations

Adjunct Instructor, Franklin Pierce University February 2017 - Present

- Deliver instruction to undergraduate and graduate students
- Provide timely feedback and support to students
- Assess student progress towards course competencies

Assistant Principal, Wediko School September 2012 – December 2013

- Managed day-to-day programming for the school program
- Provided staff training in crisis and behavior management
- Managed staff assignments during the school day
- Managed discipline and behavior management

School/Program Coordinator September 2009 to August 2012

- Provided educational planning and support for students
- Facilitated social skills groups
- Responded to crisis situations

Assistant Teacher May 2007 – August 2009

- Taught a variety of different academic subjects for student in grades 3 through 12 including math, computers, reading, and outdoor adventure learning
- Lead social skills groups
- Instructed students in social competencies, conflict resolution, task management, sequencing, and skills of daily living

Clinical & Volunteer Experience

Chair for the NH Private Special Education Association June 2023 – present

Vice Chair for the NH Private Special Education Association June 2021 – June 2023

Secretary for the NH Private Special Education Association August 2017 – June 2021

Committee work for the NH Special Education Administrators Fall 2020 – present

Nonpublic School Advisory Council for the NH DOE Fall 2020 – present

Counseling Intern, Brattleboro Union High School, Brattleboro VT Spring 2012

- Worked with students in grades 9-12 on post-secondary planning, course selection, and provided students with emotional/social counseling and support

Counseling Intern, Walpole Elementary School Fall 2011

- Worked with students in grades K-8 on individual counseling goals, lead social skill groups, and provided students with crisis counseling

In-Home Support, Monadnock Services, Keene NH May 2006 – May 2007

- Worked with pre-school through elementary aged students using ABA and applied play therapy techniques.

AmeriCorps Member 2007 - 2008

- Worked to expand Wediko Children's Services ability to improve the lives of needy children and families.

Habitat for Humanity 2006- 2007

- Secretary, Fall 2006-2007

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Phi Mu Delta Fraternity 2004 - 2007

- Vice President of Finance, Spring 2007. Fraternity Secretary, 2005-2006

Intra-Fraternal Council 2004 - 2007

- Shining Star Award Winner. Council Vice President, Spring 2006; Social Chair, Fall 2005

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JOSHUA GRANT

[redacted]

MANAGEMENT EXPERIENCE:

11/19-present *Senior Director*- **The Home for Little Wanderers**

- Supervise program directors and all TAY programs in MA and NH
- Co-chair of Mayor's Taskforce on Aging Out of Foster Care
- Boston CoC Board Member
- Create and oversee division budgets
- Interview and hire senior staff members
- Compose RFP/RFR responses for city, state, and federal grants, many of which were awarded
- Opened innovative programs for The Home including Covid Units in Walpole and Roxbury, two Youth Homelessness Demonstration Projects in MA and one in NH, and Independent Apartment programs for DCYF in NH and DYS in MA, as well as the Youth Council for the Boston CoC.
- Analyze program environments, identify strengths and weaknesses, and provide recommendations to enhance treatment milieus
- Research and implement best practices across programs
- Promoted from Consultant, where clients included include Casa Isla, RFK, VOA, The Haven Project, and The Home for Little Wanderers. For example, collaboratively designed and developed the TAY specific homeless shelter in Lynn, MA. From July of 2011

7/11-10/22 *Owner/Operator*-**Healing Tree Yoga and Wellness**

- Managed and promoted a 4000+ client studio in Quincy, MA offering more than 50 classes per week. Sold studio in 2022
- Expanded corporate offerings to over 50 additional corporate locations throughout metro Boston
- Increased attendance and profit by an average 20% each year
- Studio was awarded Best of Boston title by Citysearch, and highlighted as one of the Ten Best Yoga Studios in New England by the Boston Globe
- Improved financial viability of the studio by coordinating services with additional business in a new location

8/09-7/11 *Director*-**SOUTHEAST CAMPUS (The Baird Center), The Home For Little Wanderers** 900 Ship Pond Rd. Plymouth, MA 02360

- Deployed to a struggling 60 bed residential program to improve operation and outcomes
- Developed a trauma informed and culturally sensitive treatment modality for the clients
- Oversight of all employees, including program directors of the CBAT, Group Home, and Residential Program, psychiatrist and principal
- Achieved and maintained reduction of restraints and incidents by 90% within 2 months
- Eliminated 400 monthly hours of temporary staffing and overtime and stabilized the budget
- Opened a CBAT, increased census to enable profitability after 2 years of deficits
- Eliminated time-out building and level system, replacing both with evidence-based interventions
- Created and implemented $5.1 million dollar budget
- Planned and oversaw the construction of a new residence and numerous renovations
- Launched a nutrition and wellness initiative, improving quality of food by adding a homemade menu, and offering physical activities including judo, yoga, boot camp and sporting leagues
- Received 2009 state-wide MHSACM/ABH Award for Program Leadership

12/04-7/09 *Program Director* - **LONGVIEW FARM, The Home For Little Wanderers** 399 Lincoln Rd. Walpole, MA 02081

- Operated and managed all aspects of a 52-bed behavioral school and residence for boys on a 166-acre campus in Walpole, MA
- Opened the first STARR (Stabilization and Rapid Reintegration) program in the state

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- Supervision of 70 employees, including psychiatrist, principal, clinical coordinator, and the program director of the campus STARR Program
- Created and implemented $4.5 million dollar budget, producing a significant surplus each year
- Increased census by 40%, while cutting per capita incident reports by more than 1/3
- Developed three innovative treatment strategies to enhance individualized treatment success of wide-ranging clientèle; Project Adventure, Career Development, and the Agricultural Program
- Implemented a minimal cost redecoration of campus, resulting in a "kid friendly" milieu
- Merged two distinct programs after closure of the Orchard Home and School, amalgamating the staffs and cultures, as well as client populations
- In cooperation with architects and contractors, designed a new 80 student school building for construction in late 2011

2/01-12/04 *Supervising Program Director* - **BRIGHTON TREATMENT CENTER, Community Solutions, Inc.** 30 Warren St. Boston, MA 02135

- Supervised the MA and RI regions of CSI, Inc.
- Operated and managed 25 bed, 24/7 hardware secure treatment center for adolescent boys committed to the Department of Youth Services
- Created and implemented $3 million dollar budgets for MA and RI
- Advocated for CSI, Inc. at Senior Management Provider's meetings within DYS
- Maintained lowest rates of AWOLs, serious incidents, restraints and highest staff retention levels in the eight-year history of Brighton Treatment Center
- Promoted twice from Assistant Program Director and Program Director

1/99-9/99 *Consultant* - **METROPOLITAN TREATMENT CENTER, Justice Resource Institute**, 450 Canterbury St. Roslindale, MA 02131

- Assisted in the incorporation of a new hardware secure program into the JRI system
- Provided on-shift supervision and guidance to newly hired supervisors and staff members
- Instructed staff members in JRI policies and procedures

12/94-12/98 *Director of Residential Services* - **SOUTHBRIDGE CENTER, Justice Resource Institute**, 7901 Farrow Rd. Columbia, SC 29203

- Opened the first hardware secure treatment program for adjudicated adolescents in South Carolina
- Supervision of two-unit directors, and 60 staff in a 40-bed facility for youth with mental illness
- Managed hiring, firing and training for the residential department
- Supervised the staffing procedures for the 24 hours a day - 7 days a week staff schedule
- Promoted twice from Shift Supervisor and Direct Care Worker

1/92-1/95 *Chapter Leader* - **Alliance of Guardian Angels, Boston Chapter**

- Developed media campaigns and engagements for the press, schools, and community groups
- Supervised membership of 60 volunteers
- Trained members in self-defense, crisis intervention, and behavior management
- Constructed and led safety patrols in high-crime areas of Boston

TEACHING EXPERIENCE:

12/02-12/16 *Sensei*- **DANZAN RYU BOSTON**, Waltham, MA
4/00-12/00 *English Teacher*- **INTERACT NOVA GROUP**, Tokyo, Japan
9/99-4/00 *Science and Computer teacher* - **METROPOLITAN TREATMENT CENTER, Justice Resource Institute**, 450 Canterbury St. Roslindale, MA

EDUCATION

- **Stonehill College,** Easton, MA, *Bachelor of Science*
- **Boston Latin School,** Boston, MA, *High School Diploma*
- **Pacific and Asian Restorative Therapies,** Silver Spring, PA, *850hr Massage Therapist*
- **Boston Language Institute,** Boston, MA, *Advanced Spanish and Japanese*

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- **Metropolitan Mediation Services,** Brookline, MA, *Certificate in Mediation Skills*
- **Project Adventure,** Beverly, MA, *Level 1 certification*

ACHIEVEMENTS

MHSACM/ABH Award for Program Leadership, 2009
3 Time Gold Medalist at the World Armwrestling Championships
15 Time National Armwrestling Champion
Winter Death Race Champion, 2013
4th Degree Black Belt Danzan Ryu Jujutsu
1st Degree Black Belt Daito Ryu Aikijujutsu
National Inline Slalom Skating Champion

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MATTHEW MCCALL, MSW - LCSW

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Profile

A dynamic, seasoned social service executive leader and director with an extensive background in designing and delivering high quality clinical training; demonstrated impact with trauma informed programming; expertise in child, adolescent, and family evidence-based interventions, and proven success both in the classroom and in the field.

Education

Simmons College *Masters of Social Work – 2007* (Boston, MA)

Curry College *Bachelor of Science in Psychology – 1999* (Milton, MA)

Additional Training and Certification

Graduate Certificate in Urban Leadership (Simmons College)

Graduate Certificate in Relational and Multi-contextual Treatment of Trauma (Simmons College)

Massachusetts Institute of Community Health Leadership (Blue Cross Foundation)

Professionally Certified Training Manager/Director (Langevin Learning Services)

Myers-Briggs Type Inventory, Certified Practitioner (CPP, Inc.)

Outward Bound Professional Instructor

Certification in Trauma Focused Cognitive Behavior Therapy (Medical University of South Carolina)

Therapeutic Crisis Intervention and TCI for Families Instructor (Cornell University)

Eye Movement Desensitization and Reprocessing Therapy (EMDRIA)

Empowering Skills for Family Workers Instructor (Children's Trust Fund)

Child and Adolescent Functional Assessment Scale Trainer (MHS, Inc.)

American Red Cross Instructor

Experience

The Home for Little Wanderers, Boston, MA
Vice President of Community Programs, 2018 – Present

Responsible for the operation of The Home's community support, afterschool, adoption, foster care, and transition aged youth programs. Oversees the day-to-day operation of these programs, encompassing 15-million-dollar budget and over 120 employees, serving 1250 youth and their families. Supports development and implementation of permanency based, trauma informed best practices to treat youth and families with histories of abuse, neglect, and mental health challenges. Develops new business for HLW, identifying new business lines, obtaining contracts and funding, opening of new programs and then transitioning them to permanent VP if outside the scope of VP of Community Programs. Formerly oversaw all out-of-home care facilities for The Home, including our residential treatment programs, group homes, and therapeutic day schools.

Simmons College, Boston, MA
Adjunct Professor in Masters of Social Work School, 2016 – Present

Facilitate Advanced Clinical Practice and Clinical Capstone courses. Advanced practice course in social work program covers clinical practice principles including assessment, treatment planning, and advanced clinical interventions. Capstone course covers application of advanced practice in final capstone project for graduating students.

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MATTHEW MCCALL, MSW - LCSW

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More Than Words, Waltham and Boston, MA
Chief Program Officer, 2015 – 2018

Oversee the youth development programming and deepen staff and organizational capacity to create results for youth, assisting staff in analyzing and leveraging evaluative data in order to develop, implement and refine programs and continue to provide the highest levels of service to youth. Set strategic direction, shape priorities, monitor relevant shifts in the regional and national landscape, and develop systems and relationships.

The Home for Little Wanderers, Boston, MA
Director of Workforce Learning and Development (WL&D), 2013 – 2015

Oversee the overall workforce development and consultation services of The Home for Little Wanderers (HLW). Work with executive managers, senior directors, and agency leadership to identify, assess, and design strategies to address organizational development through learning strategies, coaching and consultation, and professional development. Oversee staff of trainers and subject matter experts who analyze training needs, design curriculum, deliver content, and evaluate the effectiveness.

More Than Words, Waltham, MA
Organizational Consultant, 2012 – 2015

Provide organizational and clinical consultation for More Than Words, a youth run business for young adults involved in state systems. Consultations include business training, clinical training, and individual mentoring and coaching for managers and directors.

The Home for Little Wanderers, Boston, MA
Associate Director of Workforce Learning and Development, 2010 – 2013

Oversaw the consultation services, client training, and intern program for HLW. Worked with agency leadership to design, develop and implement trainings to support the healthy growth and development of youth from a variety of at-risk circumstances. Provided direct training and consultation services to programs and individuals. Supervised the HLW graduate and undergraduate programs.

Mount Ida College, Newton, MA
Adjunct Professor in Human Services Department, 2010-2013

Developed curriculum for and taught Working with Families, Clinical Interviewing and Communication, Group Practice, and Child Welfare.

The Home for Little Wanderers, Boston, MA
Agency Training Manager of Workforce Learning and Development, 2010 – 2013

Managed the HLW's training programs. Facilitated the New Employee Training and Orientations for over 250 employees a year. Ensured compliance with state and federal regulations.

The Home for Little Wanderers, Boston, MA
Lead Agency Trainer for Training Department, 1999 – 2010

Oversaw and delivered training to the over 30 different programs of HLW. Provided organizational and client focused trainings for programs including adoption, foster care, residential treatment, group homes, in home therapy teams, outpatient clinics, early intervention, and youth aging out programs.

Career Highlights

- As the VP of Community Programs, opened 6 new programs serving clients in Massachusetts and New Hampshire. Programs include the first ever LGBTQIA+ program in the state of New Hampshire, a fast response COVID Positive Unit, and expanded services for young adults experiencing homelessness.
- Elected as Chair of the Manchester Continuum on Care in 2023, overseeing homelessness services and initiatives in Manchester New Hampshire.

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MATTHEW MCCALL, MSW - LCSW
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- As the Chief Program Officer at More Than Words, I developed a comprehensive continuous learning model integrating motivational interviewing, cognitive and restorative approaches, and stages of change theory.
- Subject matter expert used in the asynchronous Advanced Clinical Practice course for Simmons Online Social Work Program.
- As the Interim Director of HLW's South.East Campus (second largest program of HLW), reopened frozen intake, received licensing approval, increased reputation of program leading to increased census, and reorganized clients, staffing, and management structures to support continued success of program.
- Redesigned New Employee and Clinical Training offerings at The Home, including blended and distance learning utilizing Adobe Captivate and Blackboard, delivered curriculum for over 650 staff in Evidence Based Practice techniques including Cognitive Behavior Therapy, Solution Focused Therapy, and Trauma Informed Care.
- Published in Child Care in Practice - Moving from Pathology to Possibility: Integrating Strengths-based Interventions in Child Welfare Provision, Volume 20, Issue 1, January 2014, pages 120-134
- Provided extensive embedded consultations in programs struggling to meet their clients' needs. All programs returned to improved functioning at the end of consultation.
- Invited to speak/train at multiple colleges and organizations around Boston on supporting clients with trauma and to provide adventure based team building.
- Consistently rated at the highest level by students and employees attending classes, workshops, and trainings.

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Robert Quinn

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Work Experience

Assistant Vice President of Congregate Care

The Home for Little Wanderers - Boston, MA
May 2021 to Present

In my current role as Assistant Vice President of Congregate Care, I support and lead the agency's portfolio of congregate care programs, therapeutic schools and a summer camp in Massachusetts and New Hampshire. I directly supervise Program Directors and other high-level departmental staff in a division whose revenue was roughly $17M when I arrived in FY 20 and now exceeds $45M. I worked with program leadership to strengthen vocational programming by including social enterprise work to build entrepreneurial skills for youth. I have significantly supported the growth of the division's sole outpatient program, Out at Home, from a 3-client, .25FTE program to a robust 10 FTE program with a Clinical Director, securing $125,000 in annual HEALs grant funding, $425,000 annual SAMHSA funding and partnerships with Boston University, Martha's Vinyard Community Health Center, Northeastern University's Employee Assistance Program and others. This program won the Provider's Council Innovation Award in 2023. I have directly recruited over 30% of new division leaders since taking this role. I supported the spend-down of over $4M in federal funding between ARPA and EAASES programs and have presided over a significant reduction in staff turnover year-over-year since 2020. I have supported the redesign of the division's compensation structure to ensure employees have room to grow and that the agency remains at the top of the field.

Senior Director of Congregate Care

The Home for Little Wanderers - Boston, MA
March 2020 to May 2021

In my role as Senior Milieu Director with The Home, I oversaw all milieu-based services within the Congregate Care division, supporting a team of Directors of Milieu Services and Milieu Directors in providing competent care to youth in alignment with best practices of the field, the principles of trauma-informed care and the agency's values. I partnered with other agency leadership to reprocure the agency's contracts with the Department of Mental Health and the Department of Children and Families and developed and supported the implementation of new policies and practices that aligned with those new contracts.

Director of Residential Services

Italian Home for Children - Jamaica Plain, MA
October 2018 to March 2020

In my role as Director of Residential Services with the Italian Home for Children, I managed our group home and CBAT programs, supervising all department management and overseeing all programming and operations. In a year and a half, I took a residential department who voluntarily lowered census due to poor program quality to one that has expanded census. I built the infrastructure to fully implement the MAP program for medication administration. I dismantled and reassembled staff schedules to support a team concept and enhance professional development, implemented a highly successful new meeting structure and reduced total staffing hours, eliminating wasteful staffing. I rebuilt a departmental leadership structure that aligned with best practices in the industry and filled 80% of new department leadership positions within two months. I built a Leadership Academy for direct-care staff who aspired to leadership positions in order to support retention efforts and to allow staff to walk into leadership roles having hands-on leadership training. I wrote a behavior support curriculum that aligns with agency values and evidence-based practices within the field.

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Assistant Director of Residential Services

Brandon Residential Treatment Center – Natick, MA
November 2013 to June 2018

As the Assistant Director of Residential Services, I oversaw residential operations of seven residential programs with varying service deliveries. I provided direct supervision to twenty management-level employees and oversee c. 150 full-time and relief employees. I was a member of our Roster Review team and played an instrumental role in the implementation of our new overarching treatment model, CARE. I wrote various agency policies, most notably, our direct supervision protocols and our Brandorn's new work study policy which will be in compliance with federal work study requirements and save the agency just over $20,000/year. I participated in recruiting, interviewing and hiring human capital; since becoming a part of the Brandon team, full-time staffing was just over 75%, up from 51%. As a Risk Management Officer, I sat on Risk Management, Restraint Reduction and Human Rights committees.

Summer Camp/After School Director

St. Stephen's Youth Programs – Mattapan, MA
April 2012 to October 2013

With B-SAFE, I was responsible for providing leadership and support to all 30 staff on site, including Lead Teachers, Specialists, Teen Staff and a Site Assistant. I Worked with specialists to ensure curriculum matched up with program values and themes and that curriculum was both skill-building and project- based, I partnered with more than one hundred volunteers to create a mutually beneficial experience. I communicated with parents and guardians on a daily basis. I also provided training for all Site Directors, Teen Staff Coordinators and Academic Administrators around cross-cultural communication and created a grade-specific fitness curriculum for all eight B-Safe site and trained all fitness specialists in the most effective ways of facilitating that curriculum

Program Director

Area IV Youth Center – Cambridge, MA
October 2012 to February 2013

At Area IV Youth Center, I worked with available resources to provide quality programming for young people in two afterschool programs (60 total youth) with the City of Cambridge. I developed curriculum for staff-implemented 8-week workshops as well as built partnerships with outside resources, including the Harvard School of Engineering and Applied Sciences, to enhance opportunities for our youth. Starting from scratch, I built a structure for two programs including daily skeleton schedules, staff expectations and development around building and implementing curriculum that is age appropriate, perspective broadening and skill building including both multi-week workshops and one-time activities and I planned and executed a Saturday MLK Symposium, Barbecue and 3on3 Basketball Tournament with nearly 100 youth participants

Director of Corporate Rowing Program/Rowing Coach

Three Rivers Rowing Association – Pittsburgh, PA
January 2009 to August 2012

As the Corporate Rowing Program Coordinator with Three Rivers Rowing Association, my primary function was creating a positive experience for thirty corporate teams who row Monday-Thursday, managed a budget of over $75,000/year, collected payment, waivers and swim test forms for each of 300+ participants, created and maintained an excel database with pertinent information for every participant, shopped and maintained food and drink inventory throughout each week, worked with coaches to create weekly training plans for Beginner, Intermediate and Advanced teams, ensured payment to independent contractors such as coaches and coxswains

Program Coordinator

PLAYWORKS! Education Energized – Dorchester, MA
September 2011 to June 2012

With Playworks, I created and implemented a curriculum for social-emotional learning based on games and activities also meant to enrich students' life-skills base, facilitated three classes at the Oliver Wendell Holmes Elementary School and two as a part of the Achieve! After-School Program each day, and recruited/coached at-risk girls basketball and volleyball team

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Night Monitor Supervisor
Pauline Auberle Foundation - McKeesport, PA June 2010 to September 2011

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At Auberle, I performed a number of administrative duties, including quarterly performance appraisals for all seventeen staff under my supervision, created short-term and long-term goals for each employee, constructed weekly schedules, interviewed and hired employees, ensured employees remained in compliance with Auberle training mandates and held biweekly staff meetings, provided leadership on the floor and made certain that all students made it to school on time and ready to learn

Post-Grad Program Director

Project Morry - Glen Spey, NY June
2005 to August 2009

During the summer, as Post-Grad Program Director/Associate Community Coordinator, I planned and coordinated special events, daily evening activities, and general program. I created the master schedule for the Post-Grad Program, managed and supported a program staff of more than twenty individuals and worked with program staff to create a progressive skill-building curriculum in each program area. I also managed cabin faculty and aided in the creation of strong child support systems.

Education

MBA

Western Governor's University – Salt Lake City, UT
2022-Present

BS in Political Science

La Salle University - Philadelphia, PA
2004 to 2010

Certifications and Licenses

First Aid CPR AED Instructor

November 2016 to November 2020

Certified to teach National Safety Council First Aid, CPR and AED Class

CARE Instructor

June 2015 to Present

I am trained to teach the Children and Residential Experiences(CARE) treatment model, certified through Cornell University.

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Sarah L. Marek
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Experience

The Home for Little Wanderers

January 8, 2024-Present

Program Director-Unity House

Hired as Director for new program located in Keene NH. Unity House is first and only group home for youth ages 13-19 who identify as LGBTQIA **contracted by the Division for Children, Youth, and Families.**

- **Manage daily operations of small group home**
- **Work under supervision of Senior Leadership-Congregate Care**
- **Build and maintain working relationships with providers and collaterals**
- **Hire and supervise staff**
- **Ensure staff have what they need to complete responsibilities**
- **Ensure staff are current with training**
- **Manage referrals**
- **Interview potential residents**
- **Ensure the physical and emotional needs of the youth are being met**

Easterseals NH

August 2014-December 2023

Coordinator of Residential Services

- **Coordinate in home cases for families involved with NH DCYF**
- **Establish and maintain working relationship with DCYF**
- **Interview, hire and train staff**
- **Supervise staff**
- **Facilitate weekly staff meetings**
- **Provide relevant trainings**
- **Support staff with case loads**
- **Ensure staff have necessary items to complete job**
- **Establish & Maintain working relationships with clients, families, and collaterals**
- **Complete clinical documentation**

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- Provide support with re-certification of programs
- Participate in State file Review
- Complete Quarterly and Annual reports
- Participate in State meetings
- Participate in Child Placing Agency meetings
- Manage referrals for in home services
- Coordinate services for over thirty cases at a time
- Schedule Treatment plan meetings for all cases
- Manage & update meeting schedule
- Responsible for Data entry
- Review & Approve documentation
- Ensure proper maintenance of client files and foster care files
- Manage Foster parent's licenses
- Recruit Foster families
- Train prospective foster families
- Manage office petty cash

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Easterseals NH

November 2011-August 2014

Case manager

- Provide case management to families involved with NH DCYF
- Establish working relationships with DCYF and Collaterals
- Provide Family Time Coaching and Individual Counseling to clients and families
- Attend Court to support youth and families
- Participate in Educational Team Meetings
- Complete documentation within guidelines of Medicaid compliancy

SKILLS

- Maintain professional manner at all times
- Leadership
- Critical Thinking
- Navigate with integrity and character
- Strategic planning
- Problem solving
- Time management and Self discipline
- Collaboration

TRAINING

- *Lead With Purpose*
- *Conflict Resolution*
- *Trauma Informed Care*
- *Motivational Interviewing*
- *Therapeutic Crisis Intervention*
- *Trust Based Relational Intervention*
- *Solution Based Case Work*
- *Foster Care 101*

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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: **The Home for Little Wanderers**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Cathy O'leary	VP of Congregate Care	$23,550.00	$157,000.00
Matthew McCall	VP of Community Programs	$14,300.00	$143,000.00
Robert Quinn	AVP of Congregate Care	$19,650.00	$131,000.00
Sarah Merek	Program Director - Unity House	$80,000.00	$80,000.00
		$0.00	$0.00
		$0.00	$0.00

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NH Department of Health and Human Services

KEY PERSONNEL

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Job descriptions not required for vacant positions.

Contractor Name: The Home for Little Wanderers

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Matthew McCall	VP of Community Programs	$14,300.00	$143,000.00
Joshua Grant	AVP of Community Programs	$17,250.00	$115,000.00
Autumn Nall	Program Director - Hillsboro Village	$73,500.00	$73,500.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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Matthew McCall	VP of Community Programs	$14,300.00	$143,000.00
Robert Quinn	AVP of Congregate Care	$19,650.00	$131,000.00
Tobias Iselin	Program Director - Wediko School	$93,700.00	$104,275.00
		$0.00	$0.00
		$0.00	$0.00

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ARC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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**	

Docusign Envelope ID: AF46B682-0481-4FD4-B18D-CC30624852B0

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.

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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.

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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 The Home for Little Wanderers, 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:

   $ 21,164,978.01

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, Section 2, Table 2.3.2., Residential Treatment Levels of Care and Number of Contracted Beds, to read:

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 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)	The Home Hillsborough Village Apartments	In/Near Hillsborough, Manchester, Keene, and Concord	12	N/A
Reserved				
Level of Care 2, Intermediate Treatment	The Home Keene House (Boys Group Home) abb KH	Keene, NH or near	12	N/A
Level of Care 2, Intermediate Treatment	The Home Unity House (LGBTQ + specialized program) UH	Keene, NH	8 beds	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	The Home Wediko School Abb. Wediko	Hillsborough, NH	28	N/A

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.
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 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	• 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)*

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 - Hillsborough Village Apartments	
Residential for eligible youth per day until 6/30/2023	$129.98
Program - Keene House	
Residential for IEP eligible youth per day until 6/30/2023	$354.29
Residential Non-IEP eligible youth per day until 6/30/2023	$354.29
Program - Unity House	
Residential for IEP eligible youth per day until 6/30/2023	$354.17

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Residential Non-IEP eligible youth per day until 6/30/2023	$354.17
Program - Home Wediko School	
Residential for IEP eligible youth per day until 6/30/2023	$387.25
Residential Non-IEP eligible youth per day until 6/30/2023	$387.25

Program - Hillsborough Village Apartments	
Residential for eligible youth per day effective 7/1/2023	$205.35
Program - Keene House	
Residential for IEP eligible youth per day effective 7/1/2023	$354.29
Residential Non-IEP eligible youth per day effective 7/1/2023	$354.29
Program - Unity House	
Residential for IEP eligible youth per day effective 7/1/2023	$585.39
Residential Non-IEP eligible youth per day effective 7/1/2023	$585.39
Program - Home Wediko School	
Residential for IEP eligible youth per day effective 7/1/2023	$443.48
Residential Non-IEP eligible youth per day effective 7/1/2023	$443.48

25. Modify Exhibit C, Payment Terms, Subsection 5.5., to read:

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

5.5.1. Sub-total: $20,157,280.00

5.5.2. SFY 22: $6,298,503.00

5.5.3. SFY 23: $6,298,503.00

5.5.4. SFY 24: $3,780,137.00

5.5.5. SFY 25: $3,780,137.00

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
2ADFEC7D61584E3...
Name: Katja S. Fox
Title: Director

The Home for Little Wanderers, Inc.

11/28/2023
Date

DocuSigned by:
285A029A2D2D4B4...
Name: Lesli Suggs
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

12/5/2023
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:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	$49,869,840.18	$47,654,587.00	$47,654,587.00	$145,278,814.18

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

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

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

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

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

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-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

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

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

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

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

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

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

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

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

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

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

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

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID
LEVEL OF CARE	Level 1

	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

1 Robert Rodler, Administrator for DCYF

2 Richard Serette, Administrator for DCYF

3 Shawn Blakey, Program Specialist IV, CSH

4 Paige Morgan, Youth Voice

5 Tanja Godfredsen, Business Administrator, Finance

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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	91
3	Home for Little Wanderers	Unity House	76
4	Home for Little Wanderers	Keene House	76
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. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Buxton, Administrator, DCYF

4 Tanja Godfredson, Business Administrator, Finance

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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 3

	Proposer Name	Program Name	TOTAL SCORE
1	Devereux Foundation	Devereux Level 3 Intensive	74
2	Easter Seals	RJ Boys - Intensive	95
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	80
5	Easter Seals	RJ Girls - Intensive	90
6	Home for Little Wanderers	Integrity	72
7	Mersey ASI (NeuroRestorative)	Mentor	83
8	Mount Prospect Academy, Inc.	Option A Ann Warren	97
9	Mount Prospect Academy, Inc.	Option A Hall Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSG Rumney	84
11	Mount Prospect Academy, Inc.	Option A Rumney Park	84
12	Mount Prospect Academy, Inc.	Option C Carol Hampton	86
13	Mount Prospect Academy, Inc.	Option C Carol Park	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campton	86
15	Pine Haven Boys Centre	Pine	78
16	Spaulding Academy & Family Services	FSP	95
17	Spaulding Academy & Family Services	NSP	95
18	Spaulding Academy & Family Services	WP	90
19	St. Anns Home, Inc.	Option A	87
20	St. Anns Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	83
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lamont, Program Specialist IV, CBH
2 Pa-Ailo Yowel, Program Specialist IV, CBH
3 Kathleen Talent, Program Specialist IV, CBH
4 Jessica Kesmarjer, Administrator, DCYF
5 Kara Leonard, Administrator, Finance
6 Richard Lindsay, Financial Recovery Adm

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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	93
2	Mount Prospect Academy, Inc.	Option A Blake Michell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Compton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICDAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CBH
2 Adele Bauman, Administrator, CBH
3 Erica Ungarelli, Director for CBH
4 Rebecca Frederic, Administrator, DOE
5 Tarja Godfredson, Business Administrator, Finance
6 Elizabeth Lalonde, Administrator, Finance

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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 The Home for Little Wanderers, Inc.		1.4 Contractor Address 10 Guest Street, Boston, MA 02135	
1.5 Contractor Phone Number (857) 208-0994	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $19,903,207.01
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: Thomas L. Durling Date: 6/25/2021		1.12 Name and Title of Contractor Signatory Thomas L. Durling CFO	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 6/25/2021		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: DocuSigned by:		On: 6/25/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS TLD
Date 6/25/2021

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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.

DS TLD

Contractor Initials

Date 6/25/2021

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials [illegible]

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed, 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

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

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

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

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons 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 ©.

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

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

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

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

1.12. Collaborative Care

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

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

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

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

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1.13. Admissions, Discharges and Transitions

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

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

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

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

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

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

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

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

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

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

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

1.13.6. Discharge and Transition

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

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

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

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

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

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

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

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

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

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:

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1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/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

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

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

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

1.15.1.1. Youth Voice and Engagement

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

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

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

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

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

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

and parents feels valued and heard.

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

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

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

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

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

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

1.16. Cultural and Linguistic Diversity

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

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

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

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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.

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

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1.23. Aftercare

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

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

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within 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

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

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Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)	The Home Hillsborough Village Apartments	In/Near Hillsborough, Manchester, Keene, and Concord	12	N/A
Reserved				
Level of Care 2, Intermediate Treatment	The Home Keene House (Boys Group Home) abb KH	Keene, NH or near	12	N/A
Level of Care 2, Intermediate Treatment	The Home Unity House (LGBTQ + specialized program) UH	Rockingham County	12	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	The Home Wediko School Abb. Wediko	Hillsborough, NH	28	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

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

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

2.4.1.1. provide the maximum amount of community integration and Independent Living to an individual with minimal supports

2.4.2. The Contractor shall provide services to the individuals in this type of treatment setting for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but is not limited to:

2.4.2.1. Minimal supports in the community;

2.4.2.2. Case Management;

2.4.2.3. Supervision;
2.4.2.4. Vocational Training;
2.4.2.5. Medication Monitoring, as clinically indicated; and
2.4.2.6. 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.

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. One Family Worker or Case Manager for every 8 youth or young adult;
2.4.3.2.2. Optional Direct Care Staff as needed for support or as the program designs; and
2.4.3.2.3. Access to on-call support.

2.4.4. Supported Visits

2.4.4.1. Supported visits are not required of this program level.
2.4.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.
2.4.4.3. The Contractor may provide family visits in appropriate space(s); which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.4.5. Educational Services

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

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

2.4.5.3.1. Transitional Services.
2.4.5.3.2. Vocational Services.
2.4.5.3.3. Formal Education.
2.4.5.3.4. Training Programs.
2.4.5.3.5. Independent Living Skills.

2.4.6. Transportation

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

2.4.6.1.1. Court Hearings.
2.4.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.4.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.4.6.1.4. Recreation (clubs, sports, work).

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

2.4.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.4.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.4.6.2.3. Purchasing public transportation passes.
2.4.6.2.4. Paying for cab fare.
2.4.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

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

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

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

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

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

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

2.5. 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, onside 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:

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2.6.2.1. Safe environment
2.6.2.2. Supervision dependent on the need of the individual and program model.
2.6.2.3. Community Supports
2.6.2.4. Access to public school education or alternative approved educational setting
2.6.2.5. Specialized social services
2.6.2.6. Behavior management,
2.6.2.7. Recreation
2.6.2.8. Clinical Services
2.6.2.9. Family Services
2.6.2.10. Vocational Training
2.6.2.11. Medication Monitoring, as clinically indicated
2.6.2.12. Crisis Intervention

2.6.3. Staffing

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

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

2.6.3.2.1. Direct Care Staff/Milieu

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

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

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

2.6.3.2.1.4. Family Worker: Case Manager 1:8

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

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

2.6.3.2.2. Medical Care

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

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

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing 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

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their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.6.6.2.2. 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 offerings of

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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.

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

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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 pursing 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).

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.

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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. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Apartments (1A)

3.2.1. <u>The Home Hillsborough Village Apartments</u>

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	Ratio-Department

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	Requirements	Approved Variation
Direct Care 1st shift	Optional Direct Care	1:6
Direct Care 2nd shift	Optional Direct Care	1:6
Direct Care Overnight	Not Required	1:8
Clinical Ratio	Not Required	1:8
Family Worker	1:8	Not Allocated (see Clinical)
Family Therapist	Not Required	Not allocated
Transportation	Not Required	Not Required
Case Manager	Not required	Not required
Board certified behavioral analyst (BCBA)	Not Required	Not Required
Nursing Staff	Not Required	Not Required
Psychiatrist	Not Required	Not Required
Psychologist	Not Required	Not Required
Medical Doctor, APRN	Not Required	Not Required
	* 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 is not limited to:

3.2.1.2.1. Intellectual and Developmental Disability (IDD);

3.2.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);

3.2.1.2.3. Neurobehavioral needs;

3.2.1.2.4. Maternity;

3.2.1.2.5. Gender Identity;

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. The Home Keene House

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:6
Clinical Ratio	1:10	1:6
Family Worker	1:8	Not allocated
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	1:24
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not Allocated
Clinical Coordinator	Not required	1:6
	* 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

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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. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.4.1.2.3. Neurobehavioral needs;
- 3.4.1.2.4. Gender Identity;
- 3.4.1.2.5. Aggressive behavior;
- 3.4.1.2.6. Episodes Moderate Self-Injurious Behaviors;
- 3.4.1.2.7. Fire Setting
- 3.4.1.2.8. Problematic Sexual Behavior
- 3.4.1.2.9. Eating Disorder

3.4.2. **The Home Unity House**

3.4.2.1. 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 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	No Variation
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:6
Clinical Ratio	1:10	1:6
Family Worker	1:8	Not allocated
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	1:24
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Clinical Coordinator	Not required	1:6
	* Not required	

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	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. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
3.4.2.2.3. Gender Identity;
3.4.2.2.4. Episodes Moderate Self-Injurious Behaviors;
3.4.2.2.5. Problematic Sexual Behavior
3.4.2.2.6. Eating Disorder

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

3.5.1. The Home Wediko School

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	Not allocated to residential
Direct Care 2nd shift	Milieu 1:3	1:4
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:10
Clinical Ratio	1:8	1:7 6 FTE (see 3.5.1.1.1)
Family Worker	1:8	Not allocated
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	1:21
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite	1:25 (2.25 FTE)

	regularly	
Psychiatrist	Availability of prescriber or psychiatry on site	Not allocated
Psychologist	Availability of prescriber or psychiatry on site	1:42
Medical Doctor, APRN	Not Required	1:42
Admissions	Not Required	3 FTE
Clinical Director	Not Required	1:56
Clinical trainer	Not Required	1:21 (2 FTE)
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5.1.1.1. The above clinical ratio reflects a total clinical ration of 1:5
3.5.1.1.1.1. 7 clinicians inclusive of the Dorm Clinicians and Clinical Director and
3.5.1.1.1.2. Clinical Trainer also carries family cases

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. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
3.5.1.2.3. Neurobehavioral needs;
3.5.1.2.4. Gender Identity;
3.5.1.2.5. Aggressive behavior;
3.5.1.2.6. Episodes Moderate Self-Injurious Behaviors;
3.5.1.2.7. Fire Setting
3.5.1.2.8. Problematic Sexual Behavior
3.5.1.2.9. Eating Disorder

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. **Exhibits Incorporated**

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

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

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

5. **Reporting Requirements**

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

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

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EXHIBIT B

Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

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

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

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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:

Table B

Category	Key performance metrics
Referral	○ % 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	○ % 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	○ % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* ○ Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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.

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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.

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 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.

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.

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

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Payment Terms

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

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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 $1,007,999.01 shall be provided to the Contractor, for the expenses incurred to launch/expand services based on the start-up budgets specified in Ex C-1 to C-3 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 documention for authorized expenses, subsequent to approval of the submitted invoice.

4.3. The final invoice and supporting documention 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. For the purpose of this agreement, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 5.1. 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.

Program - Hillsborough Village Apartments	
Residential for eligible youth per day	$129.98
Program - Keene House	
Residential for IEP eligible youth per day	$354.29
Residential Non-IEP eligible youth per day	$354.29
Program - Unity House	
Residential for IEP eligible youth per day	$354.17

DS
TLD

Residential Non-IEP eligible youth per day	$354.17
Program - Home Wediko School	
Residential for IEP eligible youth per day	$387.25
Residential Non-IEP eligible youth per day	$387.25

5.2. 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 Departmet of Education.

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

5.4. 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.

5.4.1. 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

5.4.2. 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.

5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:

5.5.1. Sub-total: $18,895,509

5.5.2. SFY 22: $6,298,503

5.5.3. SFY 23: $6,298,503

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5.5.4. SFY 24: $6,298,503

5.6. 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 financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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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.

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs	
Basic Information	
Agency Name	*The Home for Little Wanderers*
	Level 1

Start-up costs		
Line item	**Amount requested**	**Notes *(if needed)***
Personnel costs	$ 42,866.67	
Supervisors/managers	22,500.00	
Frontline caseworkers	17,166.67	
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs	3,000.00	Support staff and program consultant
Program facilities	$ 62,200.00	
Lease	34,200.00	
Maintence and utilities	18,000.00	Set-up costs and utilities
Other facility costs	10,000.00	Office set-up
Program materials and supplies	$ 17,000.00	
EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
Recruitment, hiring, on-boarding materials	5,000.00	
Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
Staff transportation	$ 7,000.00	
Mileage	5,000.00	Travel for training and program set-up
Gas		
Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
EBP or program model-specific expenses	$ 7,000.00	
Program license or other fees	1,000.00	
Program training (initial)	3,000.00	Initial training in TCI, DBT, MI and EQ2
Other EBP or program model costs	3,000.00	Initial incentive and recreation supplies
Systems costs related to program	$	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	$	
Consulting		
Sub-contracting		
Equipment	$ 94,000.00	
Vehicles		
Furniture	90,000.00	
Technology Equipment	4,000.00	
Other Equipment		
Telecommunication	$ 3,500.00	
Phones/Walkie Talkies	2,000.00	
Internet Service	1,500.00	
Other Telecommunication		
Client Provisions	$	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	$	
Total start-up costs	$ 213,366.67	

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Exhibit C-2 Budget Template for Start-up Costs

Start-up costs anticipated for residential treatment programs	
Basic Information	
Agency Name	*The Home for Little Wanderers*
	Level 2 - Keefe House

Start-up costs		
Line item	**Amount requested**	**Notes *(if needed)***
Personnel costs	$ 157,000.00	
Supervisors/managers	90,000.00	
Frontline caseworkers	55,000.00	
Coordination or administrative support		
CQI, QA specialists and/or,data analysts		
Other personnel costs	12,000.00	Support staff and program consultant
Program facilities	$ 51,499.00	
Lease	19,500.00	
Maintence and utilities	21,999.00	Set-up costs and utilities
Other facility costs	10,000.00	
Program materials and supplies	$ 17,000.00	
EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
Recruitment, hiring, on-boarding materials	5,000.00	
Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
Staff transportation	$ 4,500.00	
Mileage	2,500.00	Travel for training and program set-up
Gas		
Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
EBP or program model-specific expenses	$ 16,000.00	
Program license or other fees	3,000.00	
Program training (initial)	10,000.00	Initial training in TCI, DBT, MI and EQ2
Other EBP or progmm model costs	3,000.00	Initial incentive and recreation supplies
Systems costs related to program	$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	$ -	
Consulting		
Sub-contracting		
Equipment	$ 136,166.87	
Vehicles	4,166.87	
Furniture	120,000.00	
Technology Equipment	12,000.00	
Other Equipment		
Telecommunication	$ 5,000.00	
Phones/Walkie Talkies	3,500.00	
Internet Service	1,500.00	
Other Telecommunication		
Client Provisions	$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	$ -	
Total start-up costs	$ 337,166.87	

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Start-up costs anticipated for residential treatment programs	
Basic Information	
Agency Name	*The Home for Little Wanderers* *Level 2 - Unity House*

Start-up costs		
Line Item	**Amount requested**	**Notes *(if needed)***
Personnel costs	$ 157,000.00	
Supervisors/managers	90,000.00	
Frontline caseworkers	55,000.00	
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs	12,000.00	Support staff and program consultant
Program facilities	$ 51,499.00	
Lease	19,500.00	
Maintence and utilities	21,999.00	Set-up costs and utilities
Other facility costs	10,000.00	
Program materials and supplies	$ 17,000.00	
EBP or program model-specific materials	5,000.00	CBT, TCI, MI and DBT
Recruitment, hiring, on-boarding materials	5,000.00	
Other program materials/supplies	7,000.00	Bedding, supplies, initial food orders, etc.
Staff transportation	$ 4,500.00	
Mileage	2,500.00	Travel for training and program set-up
Gas		
Other staff transportation	2,000.00	Staff travel for marketing, recruitment, other program effort
EBP or program model-specific expenses	$ 16,000.00	
Program license or other fees	3,000.00	
Program training (initial)	10,000.00	Initial training in TCI, DBT, MI and EQ2
Other EBP or program model costs	3,000.00	Initial incentive and recreation supplies
Systems costs related to program	$	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	$	
Consulting		
Sub-contracting		
Equipment	$ 136,166.67	
Vehicles	4,166.67	
Furniture	120,000.00	
Technology Equipment	12,000.00	
Other Equipment		
Telecommunication	$ 5,000.00	
Phones/Walkie Talkies	3,500.00	
Internet Service	1,500.00	
Other Telecommunication		
Client Provisions	$	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	$	
Total start-up costs	$ 336,166.67	

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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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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:

6/25/2021
Date

DocuSigned by:
Thomas L. Durling
Name: Thomas L. Durling
Title: CFO

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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:

6/25/2021
Date

DocuSigned by:
Thomas L. Durling
Name: Thomas L. Durling
Title: CFO

DS
TLD
Vendor Initials
6/25/2021
Date

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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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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:

6/25/2021
Date

DocuSigned by:
Thomas L. Durling
Name: Thomas L. Durling
Title: CFO

DS
TLD
Contractor Initials
6/25/2021
Date

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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.

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Contractor Initials _____

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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:

6/25/2021
Date

DocuSigned by:
Thomas L. Durling
Name: Thomas L. Durling
Title: CFO

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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:

6/25/2021
Date

DocuSigned by:
Thomas L. Durling
Name: Thomas L. Durling
Title: CFO

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials TLD

Date 6/25/2021

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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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e. Severability. 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 Home for Little Wanderers
The State by:	Name of the Contractor
Katja Fox	Thomas L. Durling
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Thomas L. Durling
Name of Authorized Representative	Name of Authorized Representative
Director	CFO
Title of Authorized Representative	Title of Authorized Representative
6/25/2021	6/25/2021
Date	Date

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

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

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

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

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

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

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

Contractor Name:

DocuSigned by:
Thomas L. Burling

6/25/2021
Date

Name: Thomas L. Burling
Title: CFO

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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: 0795272710000

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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A. Definitions

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

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

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

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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6/25/2021

Date _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 Vermont Permanency Initiative, 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

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

   $56,931,168

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 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 4.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

4.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

4.1.2. A copy of the most recent independent financial audit;

4.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

4.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

4.1.5. Additional clarifying information may be required upon request.

4.1.6.

Program - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day until 6/30/2023	$451.14
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day until 6/30/2023	$451.14
Education for Non-IEP eligible youth per day until 6/30/2023	$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day until 6/30/2023	$704.99
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day until 6/30/2023	$704.99
Education for Non-IEP eligible youth per day until 6/30/2023	$170.10

Program - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day effective 7/1/2023	$548.70
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day effective 7/1/2023	$548.70
Education for Non-IEP eligible youth per day effective 7/1/2023	$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day effective 7/1/2023	$838.97
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day effective 7/1/2023	$838.97
Education for Non-IEP eligible youth per day effective 7/1/2023	$170.10

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

4.1.8. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 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: $56,931,168.00

4.5.2. SFY 22: $5,295,033.00

4.5.3. SFY 23: $5,295,033.00

4.5.4. SFY 24: $12,038,393.00

4.5.5. SFY 25: $10,838,393.00

4.5.6. SFY: 26: $11,732,158.00

4.5.7. SFY: 27: $11,732,158.00

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, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

Signed by:
Kaja Fox
2A0FEC7D81684F3...
Name: Kaja Fox
Title: Director

Vermont Permanency Initiative, Inc.

5/12/2025
Date

DocuSigned by:
[signature]
9C4BC5C18CEA4FE...
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

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146O
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 State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VERMONT PERMANENCY INITIATIVE, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on March 03, 2014. 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: **705035**

Certificate Number: **0007011747**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of January A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, _____Jeff Park _____, 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 _____Vermont Permanency Initiative, Inc._____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on __March 20_____, 2025__, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: _____Jeffrey Caron, President_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of the Vermont Permanency Initiative 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 was signed. 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 effective :May 8, 2025_

_____
Signature of Elected Officer
Name: Jeff Park
Title: Secretary, Vermont Permanency Initiative, Inc

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VTPERMA-01 CASST1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/23/2025

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

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

PRODUCER	CONTACT NAME:	
Digital Insurance LLC- Rutland, VT 98 Merchants Row Rutland, VT 05701	PHONE (A/C, No, Ext): (802) 775-2311	FAX (A/C, No): (802) 775-8246
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemn Insurance	18058
INSURER B: Eastern Alliance Ins Co	10724
INSURER C: Arch Insurance Company	11150
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Vermont Permanency Initiative, Inc.,
PO Box 325
Orford, NH 03777

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2640073	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Abuse $1M						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2639212	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB902798	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			003-00000148716-2024A	7/3/2024	7/3/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Cyber Liability			C4LPL104363	1/1/2025	1/1/2026	Aggregate	2,000,000
A	Directors & Officers			PHSD1848935	1/1/2025	1/1/2026		

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

CERTIFICATE HOLDER

State of New Hampshire Dept of Health & Human Service
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VPI

Policy Name	**Statement of our mission, values, and leadership guiding principles**
Policy Number	**Admin 001**

The **mission** of VPI Bennington is to provide a therapeutic community that enables youth to heal from past trauma, find pleasure and joy in their present lives and build resources for their futures.

Core values: Connection, Compassion, Kindness, and Respect

Leadership Team Guiding Principles: Discipline, Efficiency, Intentionality, and Best Practice.

Action	Changes Made	Doc version	Date Approved
Created			January 17, 2020
Revised			April 19, 2024

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BerryDunn

Mount Prospect Academy
Client-Centered Continuum of Care

COMBINED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

and

FEDERAL REPORT IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

June 30, 2024

With Independent Auditor's Report

Docusign Envelope ID: B412BDFE-326D-492E-AA13-8D94B43253F3

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Mount Prospect Academy, Inc. and Affiliates

Report on the Audit of the Combined Financial Statements

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, 2024, 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, 2024, 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 audit in accordance with U.S. generally accepted auditing standards (U.S. GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 audit. 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 combined financial statements, the Organization has adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, during the year ended June 30, 2024. 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.

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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 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 combined financial statements.

In performing an audit in accordance with U.S. 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 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.

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Boards of Trustees
Mount Prospect Academy, Inc. and Affiliates

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 information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 14, 2024 on our consideration of the Organization'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 solely 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 the Organization'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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 14, 2024

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combined Statement of Financial Position

June 30, 2024

ASSETS

Current assets	
Cash and cash equivalents	$ 30,985,054
Accounts receivable, net	10,958,555
Employee retention tax credit receivable, net	968,582
Prepaid expenses	943,063
Total current assets	43,855,254
Property and equipment	
Land and land improvements	5,855,715
Buildings and building improvements	22,023,366
Leasehold improvements	2,463,094
Vehicles	4,220,525
Furniture and equipment	1,813,602
Construction in progress	10,794
	36,387,096
Less accumulated depreciation	14,540,926
Property and equipment, net	21,846,170
Other assets	
Assets whose use is limited	96,982
Right of use lease assets, net - finance	332,422
Right of use lease assets, net - operating	435,659
Total other assets	865,063
Total assets	$ 66,566,487

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

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LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	$ 408,000
Accounts payable	744,989
Accrued expenses	2,752,263
Current portion of lease obligations - finance	90,673
Current portion of lease obligations - operating	240,886
Total current liabilities	4,236,811
Long-term liabilities	
Long-term debt, net of current portion and unamortized deferred financing costs	7,033,672
Lease obligations - finance, net of current portion	243,320
Lease obligations - operating, net of current portion	188,731
Deferred compensation liability	96,982
Total long-term liabilities	7,562,705
Total liabilities	11,799,516
Net assets without donor restriction	54,766,971
Total liabilities and net assets	$ 66,566,487

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combined Statement of Activities

Year Ended June 30, 2024

Changes in net assets without donor restriction	
Revenue and support	
Residential services	$ 30,016,389
Day services	9,774,800
Tuition revenue	15,839,780
Room and board	10,244,710
Ancillary revenue	3,213,177
Total revenue and support	69,088,856
Other revenue	
Contributions	42,333
Other revenue	1,939,076
Total revenue	71,070,265
Expenses	
Education and home life	47,167,514
General administration	13,933,857
Total expenses	61,101,371
Gain on sale of property and equipment	68,109
Change in net assets	10,037,003
Net assets, beginning of year	44,729,968
Net assets, end of year	$ 54,766,971

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

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combined Statement of Cash Flows

Year Ended June 30, 2024

Cash flows from operating activities	
Change in net assets	$ 10,037,003
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	2,040,727
Gain on sale of property and equipment	(68,109)
Change in right of use lease assets, net - operating	(654)
Change in right of use lease assets, net - finance	101,807
(Increase) decrease in	
Accounts receivable, net	(2,066,348)
Employee retention tax credit receivable, net	3,822,285
Prepaid expenses	(216,922)
(Decrease) increase in	
Accounts payable	(6,826)
Accrued expenses	833,042
COVID-19 funding advances	(215,805)
Net cash provided by operating activities	14,260,200
Cash flows from investing activities	
Proceeds from sale of property and equipment	97,165
Purchase of property and equipment	(5,736,985)
Net cash used by investing activities	(5,639,820)
Cash flows from financing activities	
Principal payments on lease obligations - finance	(102,151)
Principal payments on long-term borrowings	(1,099,128)
Net cash used by financing activities	(1,201,279)
Net increase in cash and cash equivalents	7,419,101
Cash and cash equivalents, beginning of year	23,565,953
Cash and cash equivalents, end of year	$ 30,985,054
Supplemental disclosures	
Non-cash investing and financing transactions	
Acquisition of property and equipment with issuance of long-term debt to seller's financing company	$ 234,410
Recognition of right of use lease assets - finance with a lease obligation	$ 35,375
Recognition of right of use lease assets - operating with a lease obligation	$ 17,277

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

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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. 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 was Board-approved to close in May 2024. Full dissolution of the entity is expected in fiscal year 2025.

603 Trail Riders, Inc. (603 Trail Riders) offers students the opportunity to experience New Hampshire's great outdoors in a truly unique and fun way. 603 Trailriders 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 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.

Camp Tea Pond, Inc (CTP) offers students the opportunity experience recreational and outdoor educational experiences in a traditional camp setting.

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, 2024, common control did not exist between MPA and VPI; however, economic dependency does exist. As such, combination of MPA and VPI in 2024 is allowed but not required.

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1. Summary of Significant Accounting Policies

Principles of Combination

The combined financial statements include the activity of MPA, VPI, NHYPM, 603 Trail Riders, and CTP (collectively, the Organization). All material intercompany transactions and balances have been eliminated in combination.

Newly Adopted Accounting Principle

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, including loan receivables. The adoption of Topic 326 during the year ended June 30, 2024 did not have a material impact on the combined financial statements of the Organization.

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, 2024.

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.

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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, 2024 and 2023, the Organization had $10,958,555 and $8,750,484, respectively, of accounts receivable.

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. As of June 30, 2024 and 2023, the Organization had an allowance of $210,000.

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:

	Years
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 are removed from the respective accounts, and any resulting gain or loss is included in the combined statement of activities.

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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 lease 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 five-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. Lease expense for operating leases is recognized on a straight-line basis over the lease terms. 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 lease obligation 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, 2024.

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.

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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 $28,678 in 2024.

2. Availability and Liquidity of Financial Assets

As of June 30, 2024, the Organization has working capital of $39,618,443 and average days (based on normal expenditures) cash and cash equivalents on hand of 191.

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, 2024:

Cash and cash equivalents	$30,985,054
Accounts receivable, net	10,958,555
Employee retention tax credit receivable, net	968,582
Financial assets available at year-end for current use	$42,912,191

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 45% of the revenue recorded during 2024 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 19% of the revenue recorded during 2024 was from beneficiaries of the Vermont Medicaid program.

Approximately 22% of the revenue recorded during 2024 was from the Vermont Department of Education and various school districts located in New Hampshire, Vermont, and Massachusetts.

Approximately 7% of the revenue recorded during 2024 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, 2024. The line of credit is collateralized by various real estate in Bennington and Newbury, Vermont.

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 *The Wall Street Journal's* prime rate plus 1% (9.50% at June 30, 2024), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	$ 809,355
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 *The Wall Street Journal's* prime rate plus 1% (9.50% at June 30, 2024), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,005,944
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 *The Wall Street Journal's* prime rate plus 1% (9.50% at June 30, 2024), through February 2039, at which time the remaining balance is due in full; collateralized by real estate in Campton, Rumney, and Plymouth, New Hampshire.	1,150,131
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 *The Wall Street Journal's* 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.	286,333
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 *The Wall Street Journal's* 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.	212,087

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 *The Wall Street Journal's* 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.	631,547
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 *The Wall Street Journal's* 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.	308,671
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 *The Wall Street Journal's* 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.	678,612
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.	708,329
Total Mount Prospect Academy, Inc.	5,791,009
Vermont Permanency Initiative, Inc.	
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.	1,464,169
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.	9,145

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.	260,252
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from $569 to $844, totaling $2,136. Interest rates range from 0% to 10.74%. Maturities range from October 2026 through October 2028. The notes are collateralized by vehicles and equipment.	78,653
Total Vermont Permanency Initiative, Inc.	1,812,219
	7,603,228
Less: Current portion	408,000
Unamortized deferred financing costs	161,556
Long-term debt, net of current portion and unamortized deferred financing costs	$ 7,033,672

Maturities of long-term debt are as follows:

2025	$ 408,000
2026	412,000
2027	424,000
2028	437,000
2029	452,000
Thereafter	5,470,228
	$ 7,603,228

Interest expense charged to operations, including amortization of deferred financing costs of $19,683, was $281,719 in 2024. Cash paid for interest approximates interest expense.

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 2.51% and 3.73 years, respectively.

The future maturities of the lease obligations - finance, are as follows:

2025	$ 97,870
2026	97,870
2027	84,902
2028	73,182
	353,824
Less imputed interest	(19,831)
Lease obligations - finance	$ 333,993

The ROU assets - operating and lease obligations - operating consist of building leases. The leases call for monthly payments ranging from $745 to $9,665 through October 2027. The weighted average discount rate and remaining lease term for the operating lease obligations is 3.21% and 2.16 years, respectively.

The future maturities of the lease obligations - operating are as follows:

2025	$ 250,193
2026	146,191
2027	50,500
2028	16,000
	462,884
Less imputed interest	(33,267)
Lease obligations - operating	$ 429,617

The following table summarizes the Organization's lease related costs in the combined statements of activities for the year ended June 30, 2024:

Lease Costs	Natural Expense Classification		
Finance leases			
Amortization of right of use assets	Rental and repairs expense	$	103,069
Interest on lease obligation	Interest expense	$	9,344
Operating leases			
Amortization of right of use assets	Rental and repairs expense	$	343,618

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

The Organization has a self-insured healthcare plan (the Plan) which covers substantially all of the Organization's employees. 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 $4,550,000 of the expected claims as of June 30, 2024. At June 30, 2024, the Organization had accrued $747,573 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, it us unknown the outcome or the effect to the Organization's future positions or results of operations that any litigation may have.

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 $561,274 during the year ended June 30, 2024.

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 $96,982 at June 30, 2024, 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.

9. Functional Expenses

The costs of providing the programs are summarized on a functional basis as follows for the year ended June 30, 2024:

	Education and Home Life	General Administration	Total
Salaries and wages	$ 28,031,118	$ 7,866,394	$ 35,897,512
Employee benefits	5,097,607	2,134,917	7,232,524
Payroll taxes	2,141,755	598,420	2,740,175
Transportation and travel	957,910	162,284	1,120,194
Professional services	706,909	156,825	863,734
Supplies	3,556,477	879,983	4,436,460
Utilities	865,119	239,719	1,104,838
Depreciation	1,592,837	428,207	2,021,044
Interest	254,811	26,908	281,719
Insurance	625,188	166,363	791,551
Rental and repairs expense	938,808	271,211	1,210,019
Other	2,398,975	1,002,626	3,401,601
Total	$ 47,167,514	$ 13,933,857	$ 61,101,371

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, 2024, 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. 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.

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 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 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. As of June 30, 2024, the Organization received partial payments totaling $7,650,327. At June 30, 2024, $968,582, representing the remaining amount receivable net of the allowance, is reflected in the combined statement of financial position. The the ERTC is subject to audit for up to five years from the date of the credit filing.

12. 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, 2024, which is the date that the financial statements were available to be issued.

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SUPPLEMENTARY INFORMATION

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Financial Position

June 30, 2024

ASSETS

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	603 Trail Riders, Inc.	Camp Tea Pond, Inc.	Intercompany Eliminations	Combined Total
Current assets						
Cash and cash equivalents	$ 21,615,074	$ 9,369,980	$ -	$ -	$ -	$ 30,985,054
Accounts receivable, net	8,687,811	2,270,744	-	-	-	10,958,555
Employee retention tax credit receivable, net	747,926	220,656	-	-	-	968,582
Prepaid expenses	601,988	336,076	1,194	3,805	-	943,063
Total current assets	31,652,799	12,197,456	1,194	3,805	-	43,855,254
Property and equipment						
Land and land improvements	3,365,668	2,018,323	-	471,724	-	5,855,715
Buildings and building improvements	15,078,143	5,085,036	-	1,860,187	-	22,023,366
Leasehold improvements	2,426,484	36,610	-	-	-	2,463,094
Vehicles and equipment	3,286,017	916,208	5,800	12,500	-	4,220,525
Furniture and fixtures	1,364,249	362,956	71,409	14,988	-	1,813,602
Construction in progress	-	-	-	10,794	-	10,794
	25,520,561	8,419,133	77,209	2,370,193	-	36,387,096
Less accumulated depreciation	11,386,025	3,100,181	28,876	25,844	-	14,540,926
Property and equipment, net	14,134,536	5,318,952	48,333	2,344,349	-	21,846,170
Other assets						
Assets whose use is limited	96,982	-	-	-	-	96,982
Right of use lease assets, net - finance	320,294	12,128	-	-	-	332,422
Right of use lease assets, net - operating	435,659	-	-	-	-	435,659
Due from related parties	45,992	819,418	-	-	(865,410)	-
Total other assets	898,927	831,546	-	-	(865,410)	865,063
Total assets	$ 46,686,262	$ 18,347,954	$ 49,527	$ 2,348,154	$ (865,410)	$ 66,566,487

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Financial Position (Concluded)

June 30, 2024

LIABILITIES AND NET ASSETS

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	603 Trail Riders, Inc.	Camp Tea Pond, Inc.	Intercompany Eliminations	Combined Total
Current liabilities						
Current portion of long-term debt	$ 284,000	$ 124,000	$ -	$ -	$ -	$ 408,000
Accounts payable	602,364	138,464	1,216	2,945	-	744,989
Accrued expenses	1,964,867	787,396	-	-	-	2,752,263
Current portion of lease obligation - finance	85,547	5,126	-	-	-	90,673
Current portion of lease obligation - operating	232,554	8,332	-	-	-	240,886
Total current liabilities	3,169,332	1,063,318	1,216	2,945	-	4,236,811
Long-term liabilities						
Long-term debt, net of current portion and unamortized deferred financing costs	5,405,265	1,628,407	-	-	-	7,033,672
Due to related parties	705,093	114,317	46,000	-	(865,410)	-
Lease obligations - finance, net of current portion	237,559	5,761	-	-	-	243,320
Lease obligations - operating, net of current portion	197,063	(8,332)	-	-	-	188,731
Deferred compensation liability	96,982	-	-	-	-	96,982
Total long-term liabilities	6,641,962	1,740,153	46,000	-	(865,410)	7,562,705
Total liabilities	9,811,294	2,803,471	47,216	2,945	(865,410)	11,799,516
Net assets without donor restrictions	36,874,968	15,544,483	2,311	2,345,209	-	54,766,971
Total liabilities and net assets	$ 46,686,262	$ 18,347,954	$ 49,527	$ 2,348,154	$ (865,410)	$ 66,566,487

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Activities

Year Ended June 30, 2024

	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	603 Trail Riders, Inc.	Camp Tea Pond, Inc.	Intercompany Eliminations	Combined Total
Changes in net assets without donor restrictions							
Revenue and support							
Residential services	$ 21,532,400	$ 8,483,989	$ -	$ -	$ -	$ -	$ 30,016,389
Day services	7,558,149	2,216,651	-	-	-	-	9,774,800
Tuition revenue	13,421,908	2,417,872	-	-	-	-	15,839,780
Room and board	7,277,069	2,967,641	-	-	-	-	10,244,710
Ancillary revenue	3,213,177	-	-	-	-	-	3,213,177
Total revenue and support	53,002,703	16,086,153	-	-	-	-	69,088,856
Other revenue							
Contributions	42,333	-	-	-	-	-	42,333
Other revenue	1,523,192	404,002	50,492	10,260	-	(48,870)	1,939,076
Total revenue	54,568,228	16,490,155	50,492	10,260	-	(48,870)	71,070,265
Expenses							
Education and home life	35,342,999	11,710,645	64,283	7,704	41,883	-	47,167,514
General administration	11,612,659	2,313,206	8,818	245	47,799	(48,870)	13,933,857
Total expenses	46,955,658	14,023,851	73,101	7,949	89,682	(48,870)	61,101,371
Gain on sale of property and equipment	54,381	13,728	-	-	-	-	68,109
Net assets transfer to affiliated organization	(2,434,891)	-	-	-	2,434,891	-	-
Net non-operating (expense) revenue	(2,380,510)	13,728	-	-	2,434,891	-	68,109
Change in net assets	5,232,060	2,480,032	(22,609)	2,311	2,345,209	-	10,037,003
Net assets, beginning of year	31,642,908	13,064,451	22,609	-	-	-	44,729,968
Net assets, end of year	$ 36,874,968	$ 15,544,483	$ -	$ 2,311	$ 2,345,209	$ -	$ 54,766,971

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Combining Statement of Functional Expenses

Years Ended June 30, 2024

	Education and Home Life						General Administration							
	Mount Prospect Academy, Inc.	Vermont Permanency Initiative, LLC	New Hampshire Youth Program for Motorsports, LLC	603 Trail Riders, Inc.	Camp Tea Pond, Inc.	Total Program Expenses	Mount Prospect Academy, Inc.	Vermont Permanency Initiative	New Hampshire Youth Program for Motorsports, LLC	603 Trail Riders, Inc.	Camp Tea Pond, Inc.	Intercompany Eliminations	Total Supporting Expenses	Total Expenses
Salaries and wages	$ 21,083,953	$ 6,947,165	$ -	$ -	$ -	$ 28,031,118	$ 6,589,729	$ 1,276,665	$ -	$ -	$ -	$ -	$ 7,866,394	$ 35,897,512
Employee benefits	3,574,043	1,423,564	-	-	-	5,097,607	1,698,312	436,605	-	-	-	-	2,134,917	7,232,524
Payroll taxes	1,590,586	551,169	-	-	-	2,141,755	497,133	101,287	-	-	-	-	598,420	2,740,175
Total personnel costs	26,348,582	8,921,898	-	-	-	35,270,480	8,785,174	1,814,557	-	-	-	-	10,599,731	45,870,211
Advertising	18,570	3,481	-	-	-	22,051	5,804	640	-	183	-	-	6,627	28,678
Athletic transport and recreation	343,328	72,512	-	-	42	415,882	-	-	-	-	-	-	-	415,882
Auto repairs and leasing	159,036	46,621	-	-	-	205,657	47,117	8,067	-	-	17	-	55,201	260,858
Bad debts, net of recoveries	108,606	59,859	-	-	-	168,465	-	-	-	-	-	-	-	168,465
Client activities	-	25	-	-	-	25	-	-	-	-	-	-	-	25
Consultation	75,332	64,259	-	-	-	139,591	23,545	11,809	-	-	5,000	-	40,354	179,945
Contracted labor	-	-	-	-	-	-	-	-	6,870	-	-	-	6,870	6,870
Dues and subscriptions	18,556	2,006	382	-	-	20,944	5,799	369	-	-	-	-	6,168	27,112
Equipment rental and maintenance	52,415	11,158	-	146	-	63,719	16,382	2,050	-	-	-	-	18,432	82,151
Facilities rental expense	300,005	454	5,000	-	-	305,459	93,766	37	-	-	-	-	93,803	399,262
Farm	2,320	-	-	-	-	2,320	-	-	-	-	-	-	-	2,320
Supplies	1,035,609	565,568	528	-	-	1,601,605	323,646	103,979	-	57	3,369	-	431,051	2,032,656
Heating fuel	148,331	56,791	-	-	5,718	208,840	45,735	10,436	-	-	-	-	56,171	265,011
Home life supplies	244,035	67,570	-	-	9,211	320,816	76,272	12,417	-	-	17,490	-	106,179	426,995
Infirmary supplies	64,696	30,549	-	-	47	95,292	-	-	-	-	-	-	-	95,292
Insurance	433,959	167,225	24,004	-	-	625,188	135,632	30,731	-	-	-	-	166,363	791,551
Interest	172,652	82,159	-	-	-	254,811	-	26,908	-	-	-	-	26,908	281,719
Materials and supplies	28,137	3,509	3,654	-	-	35,300	8,794	645	-	-	16,318	-	25,757	61,057
Office supplies	879,261	229,122	-	-	-	1,108,383	274,811	42,105	-	-	80	-	316,996	1,425,379
Other	197,817	45,245	1,261	-	150	244,473	61,827	8,315	547	-	702	-	71,391	315,864
Other occupancy costs	315,392	74,477	-	-	-	389,869	98,575	13,686	-	-	2,175	-	114,436	504,305
Pension contribution	351,822	84,046	-	-	-	435,868	109,961	15,445	-	-	-	-	125,406	561,274
Professional services	420,418	146,900	-	-	-	567,318	131,400	26,996	75	-	-	(48,870)	109,601	676,919
Real estate taxes	175,460	71,548	-	-	-	247,008	54,839	13,148	-	-	-	-	67,987	314,995
Repair and maintenance	266,449	77,524	-	-	-	363,973	89,529	14,246	-	-	-	-	103,775	467,748
Student clothing and personal items	199,743	46,650	1,030	375	-	247,798	414,163	16,089	-	-	-	-	430,252	678,050
Student educational supplies	373,316	14,771	6,864	88	42	395,081	-	-	-	-	-	-	-	395,081
Teacher training and development	506,471	113,683	-	-	-	620,154	158,296	20,861	593	5	574	-	180,359	800,513
Telephone	224,219	95,129	-	-	829	320,177	70,079	17,482	-	-	-	-	87,561	407,738
Travel	464,907	77,121	-	-	-	542,028	145,305	14,172	733	-	2,074	-	162,284	704,312
Utilities	265,738	70,364	-	-	-	336,102	83,056	12,931	-	-	-	-	95,987	432,089
Depreciation	1,129,917	408,421	21,560	7,095	25,844	1,592,837	353,152	75,055	-	-	-	-	428,207	2,021,044
Total	$ 35,342,999	$ 11,710,645	$ 64,283	$ 7,704	$ 41,883	$ 47,167,514	$ 11,612,659	$ 2,313,206	$ 8,818	$ 245	$ 47,799	$ (48,870)	$ 13,933,857	$ 61,101,371

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MOUNT PROSPECT ACADEMY, INC., AND AFFILIATES

Schedule of Private Non-Medical Institution (PNMI) Revenue and Expenses

Year Ended June 30, 2024

	Vermont School for Girls
Revenue	
Vermont Department of Children & Families	$ 2,437,620
Vermont Department of Mental Health	1,036,178
Vermont Department of Education	351,398
Total revenue	3,825,196
Expenses	
Salaries and wages (excluding school salaries)	1,434,594
Employee benefits	430,043
Consulting	8,107
Resident care	22,194
Food service	160,840
Supplies	15,920
Property	168,728
Household	54,462
Client transportation	14,622
General and administrative	212,866
School (including school salaries)	1,070,002
Total allowable expenses	3,592,378
Bad debt expense	2,381
Total expenses	3,594,759
Excess of revenue over expenses	$ 230,437

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BerryDunn

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Boards of Trustees
Mount Prospect Academy, Inc. and Affiliates

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Mount Prospect Academy, Inc. and Affiliates (the Organization), which comprise the combined statement of financial position as of June 30, 2024 and the related combined statements of activities and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated November 14, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Boards of Trustees
Mount Prospect Academy, Inc. and Affiliates

Report on Compliance and Other Matters

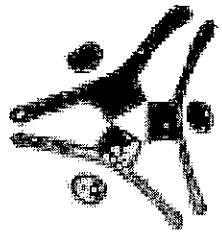
As part of obtaining reasonable assurance about whether the Organization's combined financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the combined financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 14, 2024



VPI TRUSTEES (3 YEAR TERMS)

June 2024

Robert Bannon

Campton, NH

Elected on: 8-30-22

Re-election 8/25

Andrew Ribolini

Montpelier, VT 05602

Elected on: 8-30-22

Re-election 8/25

Kendall Turner

White Creek, NY 12057

Elected on: 8-30-22

Re-election 8/25

Non-Voting Officers

Jeffrey Caron, President

Plymouth, NH

Elected on: 12/24/2002

Laurae Baker, Chief Operating Officer

Manchester Center, VT 05255

Jeffrey Park, Secretary

Plymouth NH

Elected: 1/1/2019

Rae Green, Chief Financial Officer

Danbury, NH 03230

Elected 10/1/2024

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Jeffrey S. Caron

[redacted]

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 VTS+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

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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

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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

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JACK RACETTE

EXPERIENCE

7/26/2020- PRESENT

DIRECTOR OF OPERATIONS, VERMONT PERMANENCY INITIATIVE INC.

- Responsible for supervision of all Department Directors/ Supervisors.
- Responsible for all the facilities
- Functions are part of Admission/ Intake team.
- Responsible for daily operations of Treatment Program

1/2013 – 7/2020

PROGRAM COORDINATOR, VERMONT PERMANENCY INITIATIVE INC.

Supervise Night Awake staff, Para-Educators. Staff scheduling, run daily routines in the dorms, provide support to academic programming.

7/1995- 12/2012: Childcare Worker, Bennington School Inc.
Supervise direct care staff, staff scheduling, run activities, overall running of the dorm

EDUCATION

1/1984-5/1985
NORTH ADAMS STATE COLLEGE

9/1983-12/1983
BRIDGEWATER STATE COLLEGE

SKILLS

- Patience
- Attunement
- Time Management
- Supervision
- Organization

ACTIVITIES/ OTHER

Drury High School Boy's Basketball Coach

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Laurae Baker, PhD, LADC, LCMHC

Education

PhD: Counselor Education	Ohio University	June 2005
Master of Education: Counseling	Ohio University	June 1997
Bachelor of Science: Elementary Education	Ohio University	June 1994

Employment History

Chief Operating Officer — June 2024-present
Vermont Permanency Initiative
Mount Prospect Academy
Bennington, Vermont

Board of Directors — April 2023-May 2024
Vermont Permanency Initiative
Bennington, Vermont

Vice President
Vermont Permanency Initiative
Becket Family of Services — April 2019-April 2023
Bennington, Vermont

Executive Director — May 2019-Current
Vermont School for Girls
New England School for Girls
Bennington, Vermont

Director of Program Development — April 2017-April 2019
VPI South
Bennington, Vermont

Department Chair — May 2016- May 2017
Professional Education Programs
Esteves School of Education
Sage Graduate School
Troy, New York

Program Director/Associate Professor — September 2007-August 2016 September
Professional School Counseling Program

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Esteves School of Education
Sage Graduate School
Troy, New York

Assistant Professor September 2005-May 2015
Esteves School of Education
Sage Graduate School
Troy, New York

Visiting Summer Faculty June 2007-June 2010
University of Vermont
Burlington, Vermont

Counselor September 2003-June 2005
Ohio University
Athens, Ohio.
Delivered academic, personal, and career counseling services to students in the university setting.

Teacher/School Counselor August 1998- June 2003
Federal Hocking Middle School
Stewart, Ohio

Teacher/Counselor August 1995- August 1998
Health Recovery Services
Athens, Ohio

Scholarship

Presentations:

Coburn, L. *Mindful Self Care for Managing Compassion Fatigue.* Presented at the 2019 Child and Adolescent Complex Trauma Conference in Manchester, Vermont: August 7, 2019.

Coburn, L. *Integrating Mindfulness into Your School Counseling Program.* Presented at the 2016 New York State School Counselor's Conference in Tarrytown New York: November 17,2016.

Coburn, L. *Mindfulness Based Conflict Resolution.* Presented at the 2015 New York State School Counselor's Conference in Lake George New York: November 21,2015.

Coburn, L. *Mindfulness Based Conflict Resolution.* Presented at the 2014 National Social Science Association Conference in San Francisco, California on October 7, 2014.

Coburn, L. *Bringing Mindful Practices to our Schools* presented at the Dawn Lafferty Hochsprung Center for the Promotion of Mental Health and School Safety Spring Summit on May 30,2014.

Coburn, L. & Gallagher, L. *Yoga in the Schools.* Poster Presentation at the 2014 Inaugural National Yoga in the Schools Symposium at Kripalu Institute in Lenox, Massachusetts on April 24, 2005.

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Gallagher, L. & Coburn, L. *Playing with Purpose: Mindful Practices for Children and Caregivers.* Presented at the Vermont Foster and Adoptive Family Association Annual Conference on March 22, 2014.

Coburn, L. Mindful Self Care for Counselors presented at the Niskayuna School Counselor Professional Development on February 4, 2014.

Coburn, L., Stahl, M., & Carr, L. *Counselor Self Care: Preventing Burnout through Increasing Mindful Self-Care* Presented at the 2013 New York State Counselors Conference in Syracuse, New York on November 1, 2013.

Coburn, L. *Integrating Service Learning into Counselor Preparation: Learning through Paying it Forward* presented at the 2013 National Social Science Association Conference in New Orleans, Louisiana on October 8, 2013.

Coburn, L. *Stress Management and Self-Care.* Presented at the 2013 Youth Development Conference for New York Liberty Partnerships on March 15, 2013 at SUNY Cobleskill.

Coburn, L. & Gallagher, L. *Integrating Yoga Practices into Psychotherapy for Survivors of Developmental Trauma.* Presented at the Bennington School Clinical Professional Development Training on December 11th, 2013 in Bennington, Vermont.

Coburn, L. *Teaching and Learning in the Here and Now.* Presented at the 2012 National Social Science Conference. Albuquerque, New Mexico on October 16, 2012.

Coburn, L. *Yoga and Mindfulness Workshop.* Presented at the 21012 May College at The Sage Colleges on May 15, 2012.

Jarvis, D., Coburn, L, Phillips, K, & Monnat, M. *Your New Best Friends: Building Relationships with your Local Hospital CEO, FQHC Director, and Primary Care Providers.* Presented at the 2011 National Council Mental Health and Addictions Conference in San Diego, California on May 2, 2011.

Noble, D., O'Brien, D, & Coburn, L. *A Model for Local Integration.* Presented at the 2011 Behavioral Health Network of Vermont Annual Conference on February 4, 2011.

Coburn, L. (participant in panel presentation). *Cyber Bullying: Keeping Children Safe.* Albany, New York, December 9, 2010.

Coburn, L. *Creating Outcome Based Rubrics for School Counseling Programs.* Presented at the 2008 North Atlantic Regional Association for Counselor Education and Supervision Conference, Portland, Maine on September 20, 2008.

Coburn, L & VandeMark, C. *Emotional Intelligence, Anger Management, and Bullying.* Presented at the 2007 New York Marriage and Family Therapists Conference. Troy, New York on May 4, 2007.

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Pickering, D & Coburn. *Incorporating Social Justice Principles into Community and School Counselor Preparation Programs.* Presented at the 2007 National Association for Counselor Education and Supervision Conference. Columbus, Ohio on October 11, 2007.

Pickering D, &. *Coburn, L. Incorporating Social Justice Principles into Community and School Counselor Preparation Programs.* Presented at the 2006 North Atlantic Regional Association for Counselor Education and Supervision Conference. Lake George, NY

Coburn, L. *Challenging Traditional Models of Grief Counseling: The Role of Individualized Approaches in the Treatment of the Bereaved.* Presented at the 2006 New York Counseling Association Annual Conference. Saratoga Springs, NY on Saturday September 30, 2006.

Pickering D, & Coburn, L. *Incorporating Social Justice into Counseling and School Counseling Preparation and Practice.* Presented at the 2006 Counselor's View of Italy Tour. Regello, Italy on May 25, 2006.

Coburn, L. & Kline, W. *Interactive Group Counseling in the Here and Now.* Presented at the 2004 All Ohio Counselors' Conference. Columbus, OH.

Coburn, L. & Levitt, D. *Challenging Traditional Models of Grief Counseling: The Role of Individualized Approaches in the Treatment of the Bereaved.* Presented at the 2005 American Counseling Association Conference. Atlanta, GA.

Coburn, L. & Pickering, D, & Leinbaugh, T. *Clinical Evaluation and Assessment of Attachment Disorders: From Theory to Treatment.* Presented at the 2005 American Counseling Association Conference. Atlanta, GA.

Coburn, L; Pickering, D. *Partnering with Schools and Community Mental Health Centers in Assessing and Evaluating of Attachment Disorders.* Presented at the 2005 North Central Association for Counselor Education and Supervision Conference. St. Louis, MO.

Levitt, D; Coburn, L. & Miller, H. *Partnerships, Mentorships, and Supervision: Multiple Relationships for Counselor Educators.* Presented at the 2005 North Central Association for Counselor Education and Supervision Conference. St. Louis, MO.

Coburn, L., & Davis, T. Children of Emotional Abuse: What School Counselors can do to Help. Presented at the 2003 All Ohio Counselors' Conference. Columbus, OH on November 7, 2003

Coburn, L., & Kline, B. Qualitative Themes in Supervision Research. Presented at the 2004 OACES Supervision Summit in Columbus, Ohio on April 23, 2004.

Sebera, K., Pickering, D., Coburn, L., Protivnak, J., & Davis, T. *Promoting Effective Leadership in the Profession of Counseling – Sharing the Vision.* Presented at the 2004 American Counseling Association Conference. Kansas City, MO on April 3, 2004.

Sebera, K., Pickering, D., Coburn, L., Protivnak, J., & Davis, T. *Leadership in Professional Counseling: A Qualitative Study of National Leaders.* Presented at the 2003 All Ohio Counselors Conference. Columbus, OH on November 7, 2003.

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Protivnak, J., Pickering, D., Sebera, K., Coburn, L., & Davis, T. *Contemporary Leadership in Professional Counseling*. Presented at the 2003 North Central Association for Counselor Education and Supervision Conference. Cincinnati, OH on October 16, 2003.

Publications

Coburn, L (2019). *Restoring Balance Through Mindful Self-Care.* Streetside Conversations. November, 2019.

Coburn, L (2015). *Mindfulness Based Conflict Resolution.* Journal of *National* Social Science Proceedings, Volume 53.

Coburn, L (2012).*Teaching and Learning in the Here and Now.* Journal of *National* Social Science Proceedings, Volume 51.

Coburn, L. (2009) Descriptive research. *The Encyclopedia of Counseling.* Erford, B. (ed). The American Counseling Association, Alexandria: VA.

Coburn, L. (2007). An Intern Misperceived. *Critical Incidents in Supervision,* Tyson, L (ed). The American Counseling Association, Alexandria: VA.

Awards and Grants

2014 New York Academy of Character Education Champion of Character Award

Ohio University Distinguished Graduate Award 2005

Ohio University Non-Dissertation Research Grant Recipient 2005

Melvin J. Witmer Award for Creative Altruism Recipient 2004

Service

Member of the Vermont Council of Independent Schools

Member of The Sage Colleges Graduate School Curriculum Committee (Fall 2013-June 2017)

Member of the Dawn Lafferty Hochsprung Center for the Promotion of Mental Health and School Safety Advisory Board (Fall 2013- June 2017)

Member of the Sage Colleges Esteves School of Education Field Experience Committee (Spring 2013- June 2017)

Member of the Sage Colleges Faculty Grievance Committee- (2011- June 2017)

Member of The Sage Colleges Faculty Development Committee (2012-to fill Spring temporary vacancy)

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Member of The Sage Colleges Esteves School of Education Field Experience Committee (Fall 2012-Spring 2013)

Chair of The Sage Colleges Esteves School of Education Field Experience Committee (Fall 2011-Spring 2012)

Member of The Sage Colleges Esteves School of Education Literacy Faculty Search Committee (2013)

Member of The Sage Colleges Esteves School of Education Special Education Faculty Search Committee (2012)

Member of The Sage Colleges School of Education Dean Search Committee (2009-2010)

Member of the Sage Colleges Faculty Development Committee (2007-2010)

Member of the Sage Colleges Change Agents Group (2007-2009)

Member of the Sage Graduate School Curriculum Committee (20006-2008)

Member of the Sage Graduate School Academic Standards Committee (2006-2008)

Member of the National CACREP Site Visit Team (2005-2008)

Member of the Institutional Review Board of the Sage Colleges (2005-2007)

Member of the American Counseling Association for Counselor Education and Supervision Product Development Committee (2005-2006)

Member of the Board of Directors of the Academy for Character Education (2005-2006)

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LARA SAFFO

EXPERIENCE

2019 - PRESENT

CHIEF COMPLIANCE OFFICER, MOUNT PROSPECT ACADEMY, INC. AND THE VERMONT PERMANENCY INITIATIVE, INC.

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

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Dean's List, Andrew Ewing finalist
Visiting Semester in Environmental Studies, Vermont Law School
American Jurisprudence Award, Water Law

JUNE 1988
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 – 2024 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 New Hampshire's Child Sexual Assault Protocols. Presented on all these protocols.

AWARDS

Distinguished Teaching Lecturer Award, Plymouth State University (2022)
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)

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Paige Canalini

Don't Wait For The Perfect Moment, Take The Moment And Make It Perfect

Education, License, Certification

Licensed Clinical Social Worker, Vermont *September 2021*
Syracuse University, Syracuse, NY *December 2017*
Masters in Social Work
Hudson Valley Community College, Troy, NY *January 2015-December 2015*
Non-Matriculating Student
Professional Association of Therapeutic Horsemanship, Old Lyme, CT
Certified Riding Instructor *January 2014*
Stonehill College, North Easton, MA *May 2012*
Bachelor of Science
Sociology: Youth & Family Services Concentration

Relevant Experience

Vermont Permanency Initiative

Clinical Director *August 2023-Present*

- Support and consult with VPI's leadership team
- Supervision clinical team, permanency coordinators
- Join and facilitate stakeholder meetings
- Carry a caseload and follow responsibilities listed in previous positions below

Assistant Clinical Director *October 2021-August 2023*

- In addition to responsibilities listed under Clinician:
  - Provide support and supervision to VPI clinicians and Interns
  - Coverage for Clinical Director when not available

Clinician *June 2019-Present*

- Provide individual and family therapy, in person and virtual
- Complete intake assessments
- Write psychosocial assessment and develop treatment plan
- Collaborate with integrative treatment team
- Develop discharge recommendations
- Write monthly progress reports and daily case notes
- Provide on call, crisis and safety assessments
- Attend ECA daily meeting-liaison between school and SVMC (April 2019)
- Clinical team lead, 'Go-To' (January 2021)

Family Therapist *July 2018-June 2019*

- Create and implement family assessment
- Provide in person and virtual family sessions
- Collaborate with integrative treatment team
- Document monthly progress reports, daily case notes, and court reports

Permanency Coordinator *December 2017-July 2018*

- Work with students and staff to provide support in the milieu
- Facilitate Individual Treatment Plan meetings (ITP)

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- Point of contact for student's family and external team members
- Coordinate and support visits, meetings, and court contact
- Document ITP, monthly progress reports, and daily case notes
- Implement ARC model in interactions with all students, families, and co-workers

From the Ground Up Therapeutic Riding Program

Therapeutic Riding Instructor *September 2017-December 2017*

- Assess and evaluate rider skills and goals
- Develop and implement individualized goals and objectives
- Conduct safe mounted and unmounted instruction
- Facilitate and support instruction of lesson volunteers
- Conduct volunteer training
- Document client progress

St. Joseph's Personalized Recovery Oriented Services

Recovery Coach, Clinical Intern *May 2017-December 2017*

- Complete client intake and assessment
  - Psychosocial, suicide, substance use, community goals, and diagnosis
- Provide hourly clinical sessions to client caseload
- Cover psychoeducational groups
- Develop and implement clinical equine therapy group
  - Trauma focused PTSD group
- Complete and update Individualized Recovery Plans
- Documentation per program policy

Relevant Training

Advanced CBT Training, Virtual, PESI *September 2022*
Intervention for Chronic Anxiety, OCD, Trauma

DBT Certification Training, Virtual, PESI *March 2021*
Trauma, Suicidal and self-destructive behaviors

ARC GROW Virtual Training, Bennington, VT *August 2020*
Family Therapy, Parent Skill Building Curriculum

Equilateral Training, Bennington, VT *June 2019*
Equine Specialist and EMDR Provider

EMDR Training, Bennington, VT *September 2018*
Part 1 & 2 Trained

Trauma-focused CBT, Online, Syracuse, NY *August 2017*
Component of Child/Adolescent trauma course

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Rae Green

▼ PROFILE

Highly skilled, big picture financial professional with 25 years of diverse accounting, leadership and management experience encompassing:

- Department Management
- Medicaid
- Finance System Startup
- P&L Management/Budgeting
- Tracking Mechanisms
- Business Process Analysis
- Purchasing/Inventory
- Software Implementation
- Manufacturing
- Non-Profit Organizations
- Data Accuracy & Integrity
- Staff Training & Development

▼ PROFESSIONAL EXPERIENCE

Chief Financial Officer 2024 – Present
Mount Prospect Academy, Plymouth NH

- Full financial preparation and analysis
- Development of financial budget interfacing with operation managers
- Management of financial staff and payroll
- Cash management monitoring and reporting
- Lead for audit and compliance
- Grant funding compliance reporting

Controller 2022 – 2024

- Management of financial staff and payroll
- Cash management monitoring and reporting
- Lead for audit and compliance
- Grant funding compliance reporting

Controller
BRATTLEBORO RETREAT, Brattleboro, VT 2021-2022
A 60M net revenue 550+ Employee not for profit rehabilitation facility serving individuals with addiction and mental illness needs both inpatient and outpatient.

- Full financial preparation and analysis including key performance indicators
- Management of financial staff
- Development of financial budget interfacing with operation managers
- Cash management monitoring and reporting
- Cost calculation for rate negotiation
- Lead for audit and compliance
- Grant funding compliance reporting

Controller
COMMUNITY BRIDGES, Concord, NH 2011 - 2021
A 55 Million dollar not for profit organization serving thousands of individuals with disabilities employing over 500 employees.

- Direct financial operations at a non-profit area agency working with 2,500+ individuals per year.
- Work closely with computer systems to complete 10 day close.
- Creation of agency budget, communicating and negotiating internal department budgets and performance.
- Preside over the Fiscal Committee weekly to review, document, and approve as appropriate individual program for funding.
- Maximize the budgets of individuals we serve for 55 million in gross revenue, 500+ employees with 500+ cost centers.
- Built a successful team in an environment with rapid change, delivering accurate financials within 10 days of month end.
- Annual goals include facilitation lean processes to review procedures, develop cross functional teams and apply Lean principals to processes within our agency to reduce redundancy of work and create smother operations and better flow of information. This reduces costs and increases job satisfaction.
- Work with managers to help them understand their revenue goals and expectations.
- Developed unit utilization data analysis to provide leadership and managers with actionable feedback on services expected compared to services provided. Billable services have increased every year with a cumulative increase of 12% since the provision of this information.
- Lead for audit and completing all state and federal returns timely.
- Achieved annual goal for clean audit opinions during length of employment

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- Responsible for the financial section of the Strategic plan. Goals monitored, reported to the board and achieved included maintaining wage ratios in line with revenue during times of large growth, annual profit margin of 1% and an increase in Medicaid utilization of services by targeted amounts annually.
- Manage a team of 7 direct reports.
- Represent the Agency's interests with funding sources, government officials, agency staff, vendors and other constituents.
- Served as a company officer and CFO for two years.
- Monthly board presentations on finances, current events and changes within the state for Development Services.
- Represented our agency in public meetings with DHHS for financial and contract matters

Senior Accountant 2011-2012

- Vendor contract creation, management, reconciliation and customer service
- State Medicaid funding liaison
- Payroll entries and quarterly reconciliation
- Reconciliation of Balance Sheet accounts
- Vendor Contract budget
- Grant reporting

General Ledger Accountant
LUTHERAN SOCIAL SERVICES OF NEW ENGLAND, Concord, NH 2010 - 2011
Not for profit agency with 14 million reported in revenue to service a diverse population in need, multiple locations and 500+ employees.

- Full financial statement preparation and review for 13 reporting divisions/cost centers
- Budget development and management
- Utilize a Windows-based Sage MIP technology systems.
- Reconciliation of Balance Sheet accounts
- Minimized audit and financial discrepancies, reducing year-end adjustments from 15+ to 3 per year.

Accounting Manager / Business Analyst
ACA ASSURANCE, Manchester, NH 2004 - 2010
A $12 million not for profit insurance company providing a variety of insurance.

- Extensive forensic reconstruction of data for the organization to recover from a failed computer implementation
- Implemented Great Plains accounting software
- Analyzed and streamlined the way data and information flowed through the organization. Reducing redundancy of work and utilizing electronic media to reduce 43 hours of work per week.
- Management and training of staff on core functions for Accounts Payable, Accounts Receivable, Staff Accountant and Cash Accountant.
- Special projects involving data extraction and analysis to provide management dashboard information

Senior Accountant
TRS STAFFING, Salem, NH 2003 - 2004
A 30-million-dollar staffing agency placing 300+ accountants and engineers to companies throughout New England. Company was sold and consolidated into an organization from California.

- Implemented Great Plans and set up all initial reports.
- Implemented ADP Module and interfaced to Great Plains
- Implemented Bank Safe Pay software

Accounting Implementation Specialist
PC SOLUTIONS, INC, Bedford, NH 2000 - 2003
An independent computer organization installing and supporting financial reporting/accounting software.

- Business process analysis to reduce / eliminate redundant work.
- Development of technical solutions to replace spreadsheets
- Full Implementation of Great Plains accounting software and training of individuals purchasing the software
- Development of computer interfaces to bring information from one system to another.

Controller
LAUREL BROOKE, INC., Milford, NH 1997 - 2000
A machine shop with 2Million in revenue and 20 employees.

- Implemented a job cost system to track profitability by job and machine.
- Process analysis of jobs to reduce setup time for machines by 6 hours per week.

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- Negotiated pricing with metal vendors to reduce metal costs by close to 100k per year and delivery lead times by 4 days

Staff Accountant
VELCRO USA, Manchester, NH 1989 - 1997
A worldwide manufacturing organization with sales in excess of 750Million per year

- Held jobs in Accounts receivable, Accounts Payable, Cost Accounting, Fixed Asset Management, General Ledger Accounting, and reconciliation of operating checking account with 60 million in volume transactions; 7-day USA month end close

EDUCATION

2003 Bachelor of Science in Accounting
Southern NH University

2003 Bachelor of Science in Computer Science
Southern NH University

Microsoft Certified Accounting Application Specialist for Great Plains Software

State of NH Certified Lean Practitioner 2012

COMPUTER SKILLS

- Great Plains Dynamics
- MITC
- Sage Payroll
- RealWorld Classic
- Sage
- ADP Payroll
- FRX
- Microsoft Office (Excel, Word, Outlook

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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: Vermont Permanency Initiative

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jeff Caron	President	$50,000.00	$125,000.00
Rae Green	Chief Financial Officer	$17,500.00	$175,000.00
Laurae Baker	Chief Operating Officer	$30,000.00	$299,999.96
Paige Cannolini	Director of Clinical Services	$56,000.05	$140,000.12
Arthur Racette	VPI Director of Operations	$56,000.00	$140,000.00
Lara Saffo	Chief Compliance Officer	$20,600.01	$206,000.08

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NRC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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**	

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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.

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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.

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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 Vermont Permanency Initiative, 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:

   $ 34,666,852

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	• 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)*

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 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

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 - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day until 6/30/2023	$451.14
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day until 6/30/2023	$451.14
Education for Non-IEP eligible youth per day until 6/30/2023	$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day until 6/30/2023	$704.99
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day until 6/30/2023	$704.99
Education for Non-IEP eligible youth per day until 6/30/2023	$170.10

Program - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day effective 7/1/2023	$548.70
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day effective 7/1/2023	$548.70
Education for Non-IEP eligible youth per day effective 7/1/2023	$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day effective 7/1/2023	$838.97
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day effective 7/1/2023	$838.97
Education for Non-IEP eligible youth per day effective 7/1/2023	$170.10

4.1.2. Billings shall occur 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: $34,666,852.00

4.5.2. SFY 22: $5,295,033.00

4.5.3. SFY 23: $5,295,033.00

4.5.4. SFY 24: $12,038,393.00

4.5.5. SFY 25: $12,038,393.00

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
315EEC7D61684E1...
Name: Katja S. Fox
Title: Director

Vermont Permanency Initiative, Inc.

11/29/2023
Date

DocuSigned by:
0C4BC5C46CEA4FE...
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

11/30/2023
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:

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

July 21, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed $76,080,859.00 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	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

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

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

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

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

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

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

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

Areas served: Statewide.

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

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1 Robert Rader, Administrator for DCYF

2 Richard Sarette, Administrator for DCYF

3 Shawn Blakey, Program Specialist IV, CDH

4 Paige Morgan, Youth Voice

5 Tarib Oodtredden, Business Administrator, Finance

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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	83
2	Dover Children's Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	75
5	Mentor 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. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Dutton, Administrator, DCYF

4 Tanja Godfredsen, Business Administrator, Finance

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

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DCH-13-RESID		
LEVEL OF CARE	Level 3		
	Proposer Name	Option/Program	TOTAL SCORE
	1 Devereux Foundation	Devereux Level 3 Intensive	76
	2 Easter Seals	NJ Boys - Intensive	97
	3 Easter Seals	Lancaster - Intensive	93
	4 Easter Seals	Danbury - Intensive	89
	5 Easter Seals	TJ Hoyt - Intensive	89
	6 Home for Little Wanderers	Wardley	95
	7 Maine DHHS (Maine Presumpscot)	Maine	94
	8 Mount Prospect Academy, Inc.	Option A Ada Wenger	97
	9 Mount Prospect Academy, Inc.	Option A Hall Farm Pike	94
	10 Mount Prospect Academy, Inc.	Option A PSB Rumney	94
	11 Mount Prospect Academy, Inc.	Option A Summa Plant	94
	12 Mount Prospect Academy, Inc.	Option C Cent Hampton	89
	13 Mount Prospect Academy, Inc.	Option C East Pines	88
	14 Mount Prospect Academy, Inc.	Option C Side East Campton	86
	15 Pine Haven Boys Center	Pine	79
	16 Spaulding Academy & Family Services	FIP	95
	17 Spaulding Academy & Family Services	NSP	94
	18 Spaulding Academy & Family Services	WP	93
	19 St. Anne Home, Inc.	Option A	97
	20 St. Anne Home, Inc.	Level 3, Option C	97
	21 Statum School, Inc.	Statum	93
	22 Vermont Permanency Initiative, Inc.	Vermont	91
	23 Whitney Academy Inc.	Option A	91

Reviewers Name and Title

1 Amy Lambert, Program Specialist IV, CBH
2 Pamela Powell, Program Specialist IV, CBH
3 Kathleen Tetzel, Program Specialist IV, CBH
4 Jessica Kendrigan, Administrator, DCYF
5 Amy Lamont, Administrator, Planning
6 Rebecca Landon, Regional Parenting Assn

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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-BBH-12-RESID		
LEVEL OF CARE	Level 4		
	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ASI (NeuroRestorative)	Option B CBAT	93
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	92
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	83
10	Mentor ASI (NeuroRestorative)	Option C ICBAT	83

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CBH

2 Adele Bauman, Administrator, CBH

3 Erica Urgenelli, Director for CBH

4 Rebecca Frederick, Administrator, DCS

5 Tarik Godfrey-Ean, Business Administrator, Finance

6 Elizabeth Letourneau, Administrator, Finance

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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 Vermont Permanency Initiative, Inc.		1.4 Contractor Address 192 Fairview Street, Bennington, VT 05201	
1.5 Contractor Phone Number (802) 447-1557 Ext:104	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $15,885,009
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: [signature] Date: 7/16/2021		1.12 Name and Title of Contractor Signatory Laurae Baker Vice President	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 7/16/2021		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: 7/19/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials LB
Date 7/16/2021

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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 LB (DS)
Date 7/16/2021

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 LB
Date 7/16/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials LB

Date 7/16/2021

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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

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:

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

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 positons 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 ©.

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

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

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:

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

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

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

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

1.15.1.1. Youth Voice and Engagement

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

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

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

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

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

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

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

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

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

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

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

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

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

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

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.

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.

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,

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.

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

1.21. Evidence Based Practices

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

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive-Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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;

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,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within ten (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

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

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

1.26.2.1.1. Key work performed;

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

1.26.2.1.3. Scheduled work for the upcoming week.

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

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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	VPI NESFG	Bennington, VT	5	N/A
Reserved				
Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute	VPI NESFG	Bennington, VT	24	N/A
Reserved				
Reserved				
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
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

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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

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 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 pursing 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. <u>Transportation</u>

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.

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. Reserved

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.
- 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.

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 pursing higher education or independent living with the following but not limited to:

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.

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. 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. New England School for Girls (NESFG) Level 3: Intensive Treatment

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 *The supervisor is included in the ratio*
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	No Variation *The awake supervisor is included in the ration*
Clinical Ratio	1:8	1:6
Family Worker	1:8	No Variation/Permanency Coordinator
Family Therapist	1:8	No Variation
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	See Family worker
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Consultant
Nursing Staff	24/7, available, and shall be onsite regularly	LPN or RN

Psychiatrist	Availability of prescriber or psychiatry on site	Consultant
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Other	* 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. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
3.5.1.2.2. Gender Identity;
3.5.1.2.3. Aggressive behavior;
3.5.1.2.4. Episodes Moderate Self-Injurious Behaviors;
3.5.1.2.5. Problematic Sexual Behavior;
3.5.1.2.6. Eating Disorder;
3.5.1.2.7. Human Trafficking;

3.6. Reserved

3.7. Level of Care 4, High Intensity/Sub-Acute, Option A: High Intensity/Sub Acute

3.7.1. <u>New England School for Girls (NESFG) Level 4 Subacute Treatment</u>

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	1:1 to 1:2
Direct Care 2nd shift	Milieu 1:2	1:1 to 1:2 *Supervisor are included in the ratio*

Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	No Variation *floating night supervisor is included in ratio*
Clinical Ratio	1:6	No Variation
Family Worker	1:8	No Variation/Permanency Worker
Family Therapist	1:6	No Variation
Transportation	Not Required	1:28
Case Manager	1:8 or see Family Worker	See Permanency Worker
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly	LPN or RN
Psychiatrist	Availability of prescriber or psychiatry on site	Consulting
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. Gender Identity;
- 3.7.1.2.2. Aggressive behavior;
- 3.7.1.2.3. Episodes Moderate Self-Injurious Behaviors;
- 3.7.1.2.4. Problematic Sexual Behavior;
- 3.7.1.2.5. Eating Disorder;
- 3.7.1.2.6. Human Trafficking;

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

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

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

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

5. Reporting Requirements

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

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

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

Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

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

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

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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:

Table B

Category	Key performance metrics
Referral	• % 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	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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.

6.2.3. The Contractor shall implement quality assurance activities to ensure fidelity towards the evidence-based practices and trauma informed model, as specified in XYZ.

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 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.

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.

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

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the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

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

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 - New England School For Girls Intensive Treatment	
Residential for IEP eligible youth per day	$451.14
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day	$451.14
Education for Non-IEP eligible youth per day	$170.10
Program - New England School For Girls Green Meadows Sub-Acute	
Residential for IEP eligible youth per day	$704.99
Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor	
Residential Non-IEP eligible youth per day	$704.99
Education for Non-IEP eligible youth per day	$170.10

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

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

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a

form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

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

Financial Manager
Department of Health and Human Services
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.

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

4.5.1. Sub-total: $15,885,099.00

4.5.2. SFY 22: $5,295,033.00

4.5.3. SFY 23: $5,295,033.00

4.5.4. SFY 24: $5,295,033.00

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.

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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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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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:

DocuSigned by:

7/16/2021

Date

Name: Laorae Baker

Title: Vice President

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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:

7/16/2021
Date

DocuSigned by:
Name: LaDrae Baker
Title: Vice President

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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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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:

7/16/2021
Date

DocuSigned by:
Name: LaDrae Baker
Title: Vice President

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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.

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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:

DocuSigned by:

7/16/2021
Date

Name: Laurae Baker
Title: Vice President

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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:

DocuSigned by:

7/16/2021
Date

Name: Laurae Baker
Title: Vice President

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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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	VPI
The State	Name of the Contractor
Katja Fox	LB Baker
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Laurae Baker
Name of Authorized Representative	Name of Authorized Representative
Director	Vice President
Title of Authorized Representative	Title of Authorized Representative
7/16/2021	7/16/2021
Date	Date

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

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

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

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

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

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

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

Contractor Name:

DocuSigned by:
[signature]

7/16/2021
Date

Name: Laurie Baker
Title: Vice President

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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: 46-1549267

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials DS LB

Date 7/16/2021

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

Contractor Initials DS LB

Date 7/16/2021

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

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 Webster House ("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 June 28, 2023 (Item #43), 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

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

   $10,551,479

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 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 4.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

4.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

4.1.2. A copy of the most recent independent financial audit;

4.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

4.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

4.1.5. Additional clarifying information may be required upon request.

4.1.6.

Program – Webster House Level 2	
Residential for eligible youth per day effective 7/1/2021 to 6/30/2022	$327.08
Residential for eligible youth per day effective 7/1/2022 to 6/30/2023	$369.39
Residential for eligible youth per day effective 7/1/2023	$450.95

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

4.1.8. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 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: $10,368,956.00

4.5.2. SFY 22: $705,564.00

4.5.3. SFY 23: $2,144,148.00

4.5.4. SFY 24: $1,021,434.00

4.5.5. SFY 25: $2,221,434.00

4.5.6. SFY 26: $2,138,188.00

4.5.7. SFY 27: $2,138,188.00

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, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

DocuSigned by:
Katja S. Fox
2A0EEC7D61684E3...
Name: Katja S. Fox
Title: Director

Webster House

5/12/2025
Date

DocuSigned by:
Michelle Omalley
8528B54A836F4AA...
Name: Michelle Omalley
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146...
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:

Docusign Envelope ID: 13538172-73E3-4A4B-9925-2A6860BCE406

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEBSTER HOUSE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 25, 1897. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68720**

Certificate Number: **0006829889**

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 January A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 13538172-73E3-4A4B-9925-2A6860BCE406

CERTIFICATE OF AUTHORITY

I, Sara Janes Hoag, 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 Webster House.
(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 April 17, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Michelle O'Malley, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Webster House 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 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: 04/23/2025

Signature of Elected Officer
Name: Sara Janes Hoag
Title: President, Board of Directors

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/9/2025

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	CONTACT NAME: Donna Bickford
THE ROWLEY AGENCY 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: dbickford@rowleyagency.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Webster House 135 Webster St. Manchester NH 03104	INSURER A: Acadia Insurance Company 313251 INSURER B: CompSigma INSURER C: Scottsdale Ins. Co. INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 24-25 w/ 25-26 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPA5558110	7/14/2024	7/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS			CAA5558110	7/14/2024	7/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ 5,000,000 $ $ $ $ 5,000,000
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			Excess over GL and WC only CUA555812	7/14/2024	7/14/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			P02569HCHS2025	1/1/2025	1/1/2026	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional - Claims Made form Sexual Abuse			OPS1586657 OPS1586657	8/13/2024 8/13/2024	7/14/2025 7/14/2025	Each claim/ aggregate each claim/aggregate	1M/$2M 250,000/500,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

C Holman, CPCU, CIC/C Christine Holman

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Webster House

Webster House Children's Home

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

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WEBSTER HOUSE

FINANCIAL STATEMENTS

FOR THE YEARS ENDED
DECEMBER 31, 2023 AND 2022

Docusign Envelope ID: 13538172-73E3-4A4B-9925-2A6860BCE406

WEBSTER HOUSE
FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

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

INDEPENDENT AUDITOR'S REPORT

August 12, 2024

To the Board of Directors
of the Webster House

Opinion

We have audited the accompanying financial statements of the Webster House (a nonprofit organization), which comprise the statements of financial position as of December 31, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Webster House as of December 31, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Webster House's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

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

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

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

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WEBSTER HOUSE
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2023 AND 2022

ASSETS

	2023	2022
Assets		
Cash and equivalents	$ 426,688	$ 161,917
Accounts receivable	244,328	108,868
Grants receivable	-	20,000
Prepaid expenses	21,792	17,661
Investments in marketable securities	6,603,053	5,645,714
Beneficial interests in perpetual trusts	189,072	163,813
Land, building and equipment, net	753,848	712,127
TOTAL ASSETS	$ 8,238,781	$ 6,830,100

LIABILITIES AND NET ASSETS

	2023	2022
Liabilities		
Accrued expenses	$ 84,780	$ 63,470
Accounts payable	25,116	16,686
Note payable	137,835	177,268
Note payable - forgivable	133,686	-
Total Liabilities	381,417	257,424
Net Assets		
Net assets without donor restrictions	2,419,302	1,593,861
Net assets with donor restrictions		
Purpose restricted	226,912	193,107
Perpetual in nature	5,211,150	4,785,708
Net assets with donor restrictions	5,438,062	4,978,815
Total Net Assets	7,857,364	6,572,676
TOTAL LIABILITIES AND NET ASSETS	$ 8,238,781	$ 6,830,100

See Notes to Financial Statements

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WEBSTER HOUSE

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	$ 189,145	$ 255,874
Fees and grants from governmental agencies, operations	2,161,400	604,131
Fees and grants from governmental agencies, other	44,741	51,283
Program fees	-	12,176
Contributions of nonfinancial assets	47,453	56,300
Contributions of services	9,396	1,950
Investment income/(loss)	127,637	(279,495)
Charitable gaming, net of direct expenses in the amount of $7,750 for 2023 and $6,250 for 2022	58,165	57,524
Special event, net of direct expenses in the amount of $12,648 for 2023 and $9,644 for 2022	113,550	103,084
Gain on sale of assets	10,467	-
Total Unrestricted Support, Revenues and Gains	2,761,954	862,827
Net Assets Released from Restrictions	329,704	872,853
Total Unrestricted Support, Revenues, Gains and Reclassifications	3,091,658	1,735,680
Expenses		
Program Services		
Room, board, care and support	1,866,275	1,554,357
Supporting Services		
Fundraising	98,699	100,623
Management and general	351,243	250,802
Total Supporting Services	449,942	351,425
Total Expenses	2,316,217	1,905,782
Change in Net Assets without Donor Restrictions	775,441	(170,102)
NET ASSETS WITH DONOR RESTRICTIONS		
Support, Revenues and Gains		
Gifts and grants	155,664	138,974
Investment income/(loss)	683,287	(1,002,506)
Total Donor Restricted Support, Revenues and Gains	838,951	(863,532)
Net Assets Released from Restrictions	(329,704)	(872,853)
Change in Net Assets with Donor Restrictions	509,247	(1,736,385)
Change in Net Assets	1,284,688	(1,906,487)
Net Assets, Beginning of Year	6,572,676	8,479,163
Net Assets, End of Year	$ 7,857,364	$ 6,572,676

See Notes to Financial Statements

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WEBSTER HOUSE

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2023

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund-raising	Management and General	Total Supporting Services	2023
Employee Compensation					
Salaries and wages	$ 1,309,824	$ 83,264	$ 202,537	$ 285,801	$ 1,595,625
Payroll taxes	103,703	6,323	16,441	22,764	126,467
Benefits - group health	113,027	-	24,811	24,811	137,838
	1,526,554	89,587	243,789	333,376	1,859,930
Insurance	35,686	2,176	5,658	7,834	43,520
Utilities	32,423	697	1,743	2,440	34,863
Provisions	34,967	-	-	-	34,967
Transportation	11,691	119	120	239	11,930
Program activities	19,993	-	-	-	19,993
Repairs and maintenance	23,057	496	1,239	1,735	24,792
Advertising	-	2,642	685	3,327	3,327
Household supplies and expenses	6,405	138	344	482	6,887
Office supplies and expenses	27,554	1,131	2,942	4,073	31,627
Professional services	4,694	-	90,401	90,401	95,095
Allowance and jobs	5,631	-	-	-	5,631
Telephone	6,453	393	1,023	1,416	7,869
Clothing	5,319	-	-	-	5,319
Staff training	61,479	-	-	-	61,479
Christmas and other gifts	1,946	-	-	-	1,946
School supplies and expense	283	-	-	-	283
Medical expense	765	-	-	-	765
Interest	1,450	31	78	109	1,559
Total expenses before depreciation	1,806,350	97,410	348,022	445,432	2,251,782
Depreciation	59,925	1,289	3,221	4,510	64,435
Total expenses	$ 1,866,275	$ 98,699	$ 351,243	$ 449,942	$ 2,316,217

See Notes to Financial Statements

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WEBSTER HOUSE

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2022

	PROGRAM SERVICES	SUPPORTING SERVICES			TOTAL
	Room, Board, Care and Support	Fund-raising	Management and General	Total Supporting Services	2022
Employee Compensation					
Salaries and wages	$ 1,061,846	$ 78,655	$ 170,420	$ 249,075	$ 1,310,921
Payroll taxes	84,997	6,296	13,642	19,938	104,935
Benefits - group health	113,595	8,414	18,232	26,646	140,241
	1,260,438	93,365	202,294	295,659	1,556,097
Insurance	24,720	1,831	3,967	5,798	30,518
Utilities	31,280	673	1,681	2,354	33,634
Provisions	49,461	-	-	-	49,461
Transportation	8,365	85	86	171	8,536
Program activities	16,798	-	-	-	16,798
Repairs and maintenance	21,702	467	1,166	1,633	23,335
Advertising	2,893	62	156	218	3,111
Household supplies and expenses	5,144	111	276	387	5,531
Office supplies and expenses	24,367	1,138	2,467	3,605	27,972
Professional services	7,150	1,371	35,056	36,427	43,577
Allowance and jobs	11,774	-	-	-	11,774
Telephone	5,997	444	963	1,407	7,404
Clothing	130	-	-	-	130
Staff training	30,705	-	-	-	30,705
Christmas and other gifts	3,035	-	-	-	3,035
School supplies and expense	65	-	-	-	65
Medical expense	295	-	-	-	295
Interest	1,306	28	70	98	1,404
Total expenses before depreciation	1,505,625	99,575	248,182	347,757	1,853,382
Depreciation	48,732	1,048	2,620	3,668	52,400
Total expenses	$ 1,554,357	$ 100,623	$ 250,802	$ 351,425	$ 1,905,782

See Notes to Financial Statements

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WEBSTER HOUSE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Cash Flows for Operating Activities		
Change in net assets	$ 1,284,688	$ (1,906,487)
Adjustments to reconcile change in net assets		
to net cash provided by (used for) operating activities:		
In-kind contribution of securities	(7,099)	(6,288)
Depreciation	64,435	52,400
Gain on sale of fixed asset	(10,467)	-
Net realized and unrealized (gains) and losses on investments	(654,057)	1,369,658
(Increase) decrease in accounts receivable	(135,460)	(52,618)
(Increase) decrease in grants receivable	20,000	20,000
(Increase) decrease in prepaid expenses	(4,131)	(7,267)
Increase (decrease) in accounts payable and accrued expenses	29,740	12,938
Total adjustments	(697,039)	1,388,823
Net cash provided by (used for) operating activities	587,649	(517,664)
Cash Flows from Investing Activities		
Payments for the purchase of property and equipment	(114,398)	(267,371)
Purchases of long-term investments	(1,846,110)	(4,904,628)
Proceeds from the sale of long-term investments	1,524,668	5,540,012
Proceeds from the sale of fixed asset	18,709	-
Net cash provided by (used for) investing activities	(417,131)	368,013
Cash Flows from Financing Activities		
Principal payments on note payable	(39,433)	(22,732)
Proceeds from note payable	133,686	200,000
Net cash provided by financing activities	94,253	177,268
Net increase in cash and cash equivalents	264,771	27,617
Cash and cash equivalents, beginning of year	161,917	134,300
Cash and cash equivalents, end of year	$ 426,688	$ 161,917
Supplemental Cash Flow Disclosures:		
Cash paid during the period for interest	$ 1,559	$ 1,404

See Notes to Financial Statements

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WEBSTER HOUSE
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

NOTE 1: NATURE OF ORGANIZATION

The Webster House (the Organization), a not-for-profit located in Manchester, New Hampshire, provides board, care, support and guidance to children ages 8-18 in a group home environment with maximum occupancy of approximately 18 children at any given time. For the years ended December 31, 2023 and 2022, the average monthly census ranged from seven to eleven children. The Organization received approximately 79% and 51% in 2023 and 2022, respectively, of its funding from federal sources and the State of New Hampshire.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Presentation

The financial statements of the Organization have been prepared according to accounting principles generally accepted in the United States of America (U.S. GAAP), utilizing the accrual basis of accounting. Accrual accounting recognizes revenue when earned rather than upon receipt and recognizes expenditures when the obligation to pay is incurred rather than when the obligation is paid.

Financial Statement Presentation

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

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

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

Net Assets without Donor Restrictions

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

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

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

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NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Cash and Cash Equivalents

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

Receivables

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

Investments

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

Property and Equipment

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

Revenue and Recognition

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

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NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Grants

Grants awarded by federal or state agencies or passed through to the Organization from a non-governmental entity are generally considered nonreciprocal transactions restricted by the awarding agency/entity for certain purposes. Revenue is recognized when qualified expenditures are incurred and conditions under the grant agreement are met.

Contributions of Cash and Securities

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Securities were valued based on quoted prices on nationally recognized securities exchanges on the date of donation. Amounts received that are designated for future periods or are restricted by the donor for specific purposes are reported as donor restricted support that increases the net asset class.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net asset with donor restrictions are reclassified to net assets without donor restrictions and are reported in the statement of activities as net assets released from restriction. Restricted contributions received and spent within the same year are recorded as net assets without donor restrictions.

Contributions of Nonfinancial Assets and Services

In 2023 and 2022, the Organization received items from community members and organizations including food donations, securities and items to be sold at its annual gala's auction. Food provisions were valued using a national per pound average set forth by Feeding America. Contributed auction items were valued at the gross selling price received. There were no donor-imposed restrictions associated with the auction item proceeds.

In 2023 and 2022, the Organization received contributions of services from members of the community and volunteers related to administrative, fundraising and program services. Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Services meeting the recognition criteria are reflected in these statements at fair market value.

Unconditional Promises to Give

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

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NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

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

Estimates

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

Income Taxes

The Organization is a 501(c)(3) organization exempt from income tax under Section 501(a) of the Internal Revenue Code. The Organization has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record. The Organization's tax returns for the tax years 2021 to 2023 are subject to examination.

Reclassifications

Certain reclassifications have been made for consistent presentation.

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available to meet cash needs for general expenditures within one year. The Organization has made a concerted effort towards fundraising in recent years.

In recent years, the Organization's expenses have increased. The Organization has the option to withdraw from its restricted and unrestricted investments in marketable securities to cover operating expenses. For the year ended December 31, 2023, the Organization withdrew approximately 4% of the three-year average value of its donor restricted investment portfolio to cover operating expenses.

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NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS (continued)

In 2023, the Organization returned $800,000 to the unrestricted investments in marketable securities account with $400,000 held in a separate account at UBS which is primarily invested in short term cash equivalents and is maintained as a Board designated fund. The remaining $400,000 was re-invested in the Organization's existing unrestricted investment portfolio. For the year ended December 31, 2022, the Organization withdrew approximately 11% of the three-year average value of its donor restricted investment portfolio.

As part of the Organization's liquidity management, it invests cash in excess of general operating requirements within its investments in marketable securities held by UBS.

Current financial assets at year end:	2023	2022
Cash and equivalents	$ 426,688	$ 161,917
Accounts receivable	244,328	108,868
Grants receivable	-	20,000
Unrestricted investments in marketable securities	1,580,975	1,005,665
Total financial assets	$ 2,251,991	$ 1,296,450
Less: Donor-imposed restrictions	(155,778)	(137,534)
Financial assets available to meet cash needs for general expenditures within one year	$ 2,096,213	$ 1,158,916

NOTE 4: CONCENTRATIONS OF CREDIT RISK

The Organization maintains several bank accounts at different financial institutions which at times may exceed the federally insured limits. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At December 31, 2023, the uninsured amount was $174,883.

Accounts receivable consists primarily of amounts due from the State of New Hampshire.

NOTE 5: INVESTMENTS AND FAIR VALUE MEASUREMENTS

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

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NOTE 5: INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

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

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

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

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

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

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

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

Investments in marketable securities are held with UBS. Funds without donor restrictions and funds with donor restrictions are pooled into four investment accounts holding marketable securities. They are recorded at fair value at December 31, 2023 and 2022, as summarized below. Accrued interest is included in bond values.

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NOTE 5: INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

	2023	
	Fair Value	Cost
Cash and cash equivalents	$ 785,821	$ 785,821
U.S. government obligations	270,302	267,899
Corporate bonds	539,358	498,025
Asset backed bonds	607,588	600,180
Mutual funds	1,386,060	1,292,817
Common stock	3,013,924	2,619,795
Total held by UBS	$ 6,603,053	$ 6,064,537
Unrealized appreciation	$538,516	

	2022	
	Fair Value	Cost
Cash	$ 46,972	$ 46,972
U.S. government obligations	267,435	262,521
Corporate bonds	489,025	467,507
Asset backed bonds	584,012	572,165
Mutual funds	1,302,741	1,233,807
Common stock	2,955,529	3,053,376
Total held by UBS	$ 5,645,714	$ 5,636,348
Unrealized appreciation	$9,366	

NOTE 6: BENEFICIAL INTEREST IN PERPETUAL TRUSTS

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

	2023	2022
Frank E. Green Trust	$ 25,890	$ 22,417
Eliza B. Green Trust	163,182	141,396
Total	$ 189,072	$ 163,813

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NOTE 7: LAND, BUILDING AND EQUIPMENT

A summary of land, building and equipment follows:

	2023	2022
Land, building and improvements	$ 1,648,091	$ 1,591,622
Furniture and fixtures	129,052	129,052
Equipment	204,394	185,125
Construction in progress	20,345	-
	2,001,882	1,905,799
Accumulated depreciation	(1,248,034)	(1,193,672)
	$ 753,848	$ 712,127

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

NOTE 8: NOTES PAYABLE

Note Payable

In April 2022, the Organization obtained a $200,000 note to partially finance the installation of an HVAC system. Monthly principal and interest payments of $3,419 began in June 2022. The payments are based on a 60-month amortization schedule at 1% per annum. The last payment is due in May 2027.

Future minimum principal payments are as follows:

2024	$ 39,829
2025	40,229
2026	40,633
2027	17,144
	$ 137,835

Note Payable - Forgivable

In March 2023, the Organization received $133,686 from the State of New Hampshire in the form of a forgivable loan. The funding is a 50% reimbursement of the HVAC system installed to improve indoor air quality. As a condition of forgiveness, the Organization must continue to provide services as a youth residential treatment and transitional living facility until at least September 30, 2024. Upon completion and satisfaction of the terms of the agreement, the note will be deemed satisfied and paid in full.

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NOTE 8: NOTES PAYABLE (continued)

If the Organization does not meet the minimum requirements, it shall begin repaying the note beginning on October 15, 2024. The payments are based on a 24-month amortization schedule at 0% per annum. The last payment is due September 15, 2026. The Organization anticipates meeting the required conditions for forgiveness.

Future minimum principal payments are as follows:

2024	$ 16,711
2025	66,843
2026	50,132
	$ 133,686

NOTE 9: NET ASSETS

Net assets are further broken down as follows:

	2023	2022
Net Assets without Donor Restrictions		
Board designated - scholarships	$ 69,903	$ 63,351
Board designated - legal reserve	400,000	-
Undesignated	1,949,399	1,530,510
Total	2,419,302	1,593,861
Net Assets with Donor Restrictions		
Purpose restricted		
Grants and contributions	226,912	174,953
Unappropriated investment income	-	18,154
Subtotal	226,912	193,107
Perpetual in nature		
Legacies	4,977,698	4,577,515
Beneficial interests in perpetual trusts	189,072	163,813
Trust funds - Christmas, clothing, outward bound	44,380	44,380
Subtotal	5,211,150	4,785,708
Total	5,438,062	4,978,815
Total Net Assets	$ 7,857,364	$ 6,572,676

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NOTE 10: DONOR RESTRICTED FUNDS HELD BY UBS

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

Interpretation of Relevant Law

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

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

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

Return Objectives and Risk Parameters

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

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NOTE 10: DONOR RESTRICTED FUNDS HELD BY UBS (continued)

Strategies Employed for Achieving Objectives

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

Spending Policy

The Organization has a policy of appropriating for distribution each year (1) the interest and dividends earned, and (2) up to 5% of its investment fund's average fair value of the previous three years. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual investment funds, some of which must be maintained in perpetuity because of donor restrictions, the possible effects of inflation and the fiduciary guidelines. The remaining amount of interest and dividends, if any, has been classified as net assets with donor restrictions. Under the total return strategy noted above, the Organization made distributions from accumulated income in 2023 and 2022. For 2023 and 2022, the actual distribution was approximately 4% and 11% of its investment fund's three-year average value, respectively. The Organization expects to distribute approximately five percent of its investment fund's average value for the year ending December 31, 2024. The funds' average return rate has been approximately five percent.

Changes in Investments in Marketable Securities - 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Investments, beginning of year	$ 1,005,665	$ 4,640,049	$ 5,645,714
Additions	807,099	-	$ 807,099
Investment return:			
Investment income	37,417	152,875	$ 190,292
Investment fees	(42,850)	-	$ (42,850)
Net realized gain (loss)	21,980	77,668	$ 99,648
Net unrealized gain (loss)	101,664	427,486	$ 529,150
Total investment return	118,211	658,029	776,240
Withdrawals	(350,000)	(276,000)	$ (626,000)
Investments, end of year	$ 1,580,975	$ 5,022,078	$ 6,603,053

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NOTE 10: DONOR RESTRICTED FUNDS HELD BY UBS (continued)

Changes in Investments in Marketable Securities - 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Investments, beginning of year	$ 1,286,913	$ 6,316,870	$ 7,603,783
Additions	6,288	-	$ 6,288
Investment return:			
Investment income	26,132	105,829	$ 131,961
Investment fees	(52,344)	-	$ (52,344)
Net realized gain (loss)	(52,854)	(192,413)	$ (245,267)
Net unrealized gain (loss)	(208,470)	(875,237)	$ (1,083,707)
Total investment return	(287,536)	(961,821)	(1,249,357)
Appropriation of income for expenditure	-	(715,000)	$ (715,000)
Investments, end of year	$ 1,005,665	$ 4,640,049	$ 5,645,714

NOTE 11: FEES AND GRANTS FROM GOVERNMENTAL AGENCIES

Fees and grants from governmental agencies for operations are comprised of funding from the State of New Hampshire and Medicaid to support daily operations. The Organization is reimbursed twice a month for the daily care provided to its residents at a predetermined daily rate.

The Organization received two retroactive rate adjustments from the State of New Hampshire's Department of Health and Human Services (NH DHHS) after comprehensive re-examinations of its daily care rate setting process. The following retroactive amounts reflect the combined totals for Board & Care and Medicaid. In June 2023, DHHS revised the daily care rate for the residents under the care of the Organization related to the periods August 11, 2021 through June 30, 2023. The Organization received $819,137 for the period August 11, 2021 through December 31, 2022. This retroactive rate increase was not recorded as a receivable at December 31, 2022 since it did not meet the recognition criteria. The Organization received $300,775 for the period January 1, 2023 through June 30, 2023. In December 2023, NH DHHS revised the daily care rate related to the period July 1, 2023 through December 31, 2023. The Organization received $137,829 for this period, of which $125,703 is included in accounts receivable at December 31, 2023.

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

To support workforce capacity for residential treatment programs for children, the State of New Hampshire awarded the Organization up to $96,645 on a cost reimbursement basis for actual expenditures incurred through June 30, 2023. The Organization used the award to recruit and retain staffing to maintain and/or expand residential treatment program capacity for children. During the years ended December 31, 2023 and 2022, the Organization had related reimbursable expenditures of $44,741 and $51,283, respectively.

NOTE 12: INVESTMENT INCOME

Investment income for the years ended December 31, 2023 and 2022 is reported as follows:

	2023	2022
Without Donor Restrictions		
Interest and dividends	$ 46,843	$ 34,173
Investment fees	(42,850)	(52,344)
Net realized gain (loss)	21,980	(52,854)
Net unrealized gain (loss)	101,664	(208,470)
Total	$ 127,637	$ (279,495)
With Donor Restrictions		
Interest and dividends	$ 152,875	$ 105,829
Net realized gain (loss)	77,668	(192,413)
Net unrealized gain (loss)	452,744	(915,922)
Total	$ 683,287	$ (1,002,506)

NOTE 13: RETIREMENT PLAN

Eligible employees can contribute to a 403(b) plan that the Organization sponsors. Currently, the Organization does not match employee contributions.

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NOTE 14: COMMITMENTS AND CONTINGENCIES

The Organization is party to several lawsuits related to its program activities dating back several years. The Organization was first notified of the various claims in March 2023. Management intends to vigorously defend all claims against the Organization; however, the outcome of the litigation or future legal costs cannot be reasonably determined. At this time, no amounts related to this matter have been accrued for in the accompanying financial statements. The Organization's policy is to record legal expenditures as they are incurred.

NOTE 15: SUBSEQUENT EVENTS

Subsequent events have been evaluated through August 12, 2024, which is the date the financial statements were available to be issued.

Webster House

BUILDING CHILDREN'S FUTURES TOGETHER

2025 Webster House Board of Directors

Name	Employer
Jerry Bourassa	Manchester Country Club
Kristin Faxon, ***Secretary***	Optum
Anne Marie Hafeman	Elliot Hospital
Sara Janes Hoag, ***President***	Primerica
Nicole Howley	Nicole Howley Homes Group
Michael Liccione	Charter Communications
Sherry Nannis, ***Marketing Chair***	WMUR
Heather Reardon	Anthem Blue Cross Blue Shield
Peter Richard, ***Development Chair***	XMA Corp
Crystal Rousseau	L'Oreal USA
Andrew Switzer, ***Vice President***	Bar Harbor Bank & Trust
Bryan Syrene	Altair Group PLLC
Grant Van Der Beken, ***Governance Chair***	The Hartford
Matt Vasil, ***Treasurer***	Baker Newman Noyes
Matt Vlahos	Merchants Fleet

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BLAIR STAIRS

EXPERIENCE

JAN. 2021 – PRESENT

EXECUTIVE DIRECTOR, WEBSTER HOUSE

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

FEB 2019 – JAN. 2021

ASSISTANT DIRECTOR/CLINICAL COORDINATOR, WEBSTER HOUSE

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

OCT. 2013 – JAN. 2019

CASE MANAGER, WEBSTER HOUSE

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

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SEPT. 2012 – OCT. 2013

RESIDENTIAL COUNSELOR, WEBSTER HOUSE

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

EDUCATION

MAY 2021

MASTER OF SOCIAL WORK, UNIVERSITY OF NEW HAMPSHIRE

CERTIFICATE IN CHILD WELFARE, UNIVERSITY OF NEW HAMPSHIRE

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

MAY 2013

BACHELOR OF ARTS IN PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY

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

SKILLS

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

ACTIVITIES

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

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Michelle O'Malley

Webster House Children's Home, 2021-Present

Chief Executive Officer

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

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

March of Dimes, 2013-2020

Associate Executive Director, Northern New England June, 2019-November 2020
Senior Development Manager, Northern New England 2013-2019

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

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

Daniel Webster College, Nashua, New Hampshire 2010–2012

Dean of Students

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

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

Brandeis University, Waltham, Massachusetts 2004–2010

Director of Community Living 2009–2010

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

Director of Orientation and First-Year Programs 2004–2009

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

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

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

Associate Director of Student Services

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

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

Fordham University, Bronx, New York 1997-2000

Director of Student Activities, McGinley Student Center and Orientation

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

Washington and Lee University, Lexington, Virginia 1994–1997

Director of Student Activities and Residential Programs

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

Volunteer Experience:

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

Education:

Springfield College, Springfield, Massachusetts 1994

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

Western New England University, Springfield, Massachusetts 1991

Bachelor of Science, Business Administration/Human Resources Management

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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: **Webster House**

NAME	JOB TITLE	ANNUAL	ANNUAL SALARY
Michelle O'Malley	CEO	$0.00	$120,000.00
Blair Stairs	Executive Director	$90,000.00	$90,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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IRC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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	316295	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**	

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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.

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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.

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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 #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 Webster House ("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 June 28, 2023 (item #43), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

   June 30, 2025

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

   $5,075,103

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

    1.19.4.1. Twenty-four (24) hour services.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

18. 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.

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

Key performance metrics to read:

Transition & discharge	• 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)*

20. 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

21. 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 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 year to consider rate adjustments.

4.1.1.

Program – Webster House Level 2	
Residential for eligible youth per day effective 7/1/2021 to 6/30/2022	$327.08
Residential for eligible youth per day effective 7/1/2022 to 6/30/2023	$369.39
Residential for eligible youth per day effective 7/1/2023	$450.95

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

22. 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: $4,892,580.00

4.5.2. SFY 22: $705,564.00

4.5.3. SFY 23: $2,144,148.00

4.5.4. SFY 24: $1,021,434.00

4.5.5. SFY 25: $1,021,434.00

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

11/27/2023
Date

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

Webster House

11/22/2023
Date

DocuSigned by:
Michelle Omalley
Name: Michelle Omalley
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/28/2023

Date

DocuSigned by:
Robyn Guarino
7497348440A1460...

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

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

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

May 31, 2023

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2021 (item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $4,543,650

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

   Robert W. Moore, Director.

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

   1. This Agreement is funded by:

      1.1. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2301NHFOST

      1.2. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2301NHTANF

      1.3. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2301NHADPT

      1.4. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2305NH5ADM

      1.5. General Funds

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

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

      2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES-100% General Funds

      2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM

SERVICES-100% General Funds

2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT-50% Federal Funds and 50% General Funds

2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT-100% General Funds

2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT-100% General Funds

2.6. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT-50% Federal Funds and 50% General Funds

2.7. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS-50% Federal Funds and 50% General Funds

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

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

4.1.1

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

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

4.1.3 For the purpose of this Agreement, funds in the amount of $182,523.00 shall be provided to the Contractor, for the expenses incurred to obtain Accreditation and identification as a Qualified Residential Treatment Program (QRTP) as specified in Ex C-1 C Accreditation Budget; the total of all such payments shall not exceed the specified Accreditation Budget total. All DHHS payments to the Contractor for the Accreditation Budget shall be made on a cost reimbursement basis.

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

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

DS MD

Concord, NH 03301

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

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

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

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

4.5.1. Sub-total: $4,361,127.00

4.5.2. SFY 22: $705,564.00

4.5.3. SFY 23: $2,144,148.00

4.5.4. SFY 24: $1,511,415.00

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

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

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

State of New Hampshire
Department of Health and Human Services

6/2/2023
Date

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

Webster House

6/2/2023
Date

DocuSigned by:
Michelle Omalley
Name: Michelle Omalley
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2023
Date

DocuSigned by:
Robyn Guarino
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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Accreditation expenses for residential treatment programs

Basic Information	
Webster House	Project ID: RFP-2021-DBH-12-RESID-14-A01

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

DS
MD

6/2/2023

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	$49,869,640.18	$47,664,687.00	$47,654,587.00	$145,276,814.18

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.

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

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

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

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

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-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

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

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

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

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

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

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

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

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

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

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

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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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 Webster House		1.4 Contractor Address 135 Webster Street, Manchester, NH 03104	
1.5 Contractor Phone Number (603) 622-8013 Ext: 2	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $2,116,692
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Michelle O'Malley Date: 6/14/2021		1.12 Name and Title of Contractor Signatory Michelle O'Malley CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 6/14/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by:		On: 6/14/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS MO
Date 6/14/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Date 6/14/2021

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.

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Contractor Initials

Date 6/14/2021

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

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:

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

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 positons 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 ©.

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.

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

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

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:

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

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.

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

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.

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.

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,

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.

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

1.21. Evidence Based Practices

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

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

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

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

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

1.22. Clinical and Medical Standards

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

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

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

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

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

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

1.23. Aftercare

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;

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,

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

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				

Reserved				
Level of Care 2, Intermediate Treatment	Webster House	Manchester, NH	19	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
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, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

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

2.6.2.1. Safe environment

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

2.6.2.3. Community Supports

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

2.6.2.5. Specialized social services

2.6.2.6. Behavior management,

2.6.2.7. Recreation

2.6.2.8. Clinical Services

2.6.2.9. Family Services

2.6.2.10. Vocational Training

2.6.2.11. Medication Monitoring, as clinically indicated

2.6.2.12. Crisis Intervention

2.6.3. Staffing

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

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

2.6.3.2.1. Direct Care Staff/Milieu

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

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

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

2.6.3.2.1.4. Family Worker: Case Manager 1:8

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

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

2.6.3.2.2. Medical Care

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

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

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

2.6.4. Supported Visits

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

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

2.6.5. Educational Services

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

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

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

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or

supporting individuals pursing higher education or independent living with the following but not limited to:

2.6.5.4.1. Transitional Services.
2.6.5.4.2. Vocational Services.
2.6.5.4.3. Formal Education.
2.6.5.4.4. Training Programs.
2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

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

2.6.6.1.1. Court Hearings.
2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.6.6.1.4. Recreation (clubs, sports, work).

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

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

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

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

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

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

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

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

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

2.7. Reserved

2.8. Reserved

2.9. Reserved

2.10. Reserved

2.11. Reserved

2.12. Reserved

3. Specific Residential Treatment Program Requirements

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

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

3.2. Reserved

3.3. Reserved

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Webster House

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

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	1:6
Direct Care 2nd shift	Milieu 1:4	1:6
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:10
Clinical Ratio	1:10	1:20
Family Worker	1:8	Not allocated (see case manager)
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	1:10
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available,	1position

	based on client needs	
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

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

3.5. Reserved

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

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

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

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

5. Reporting Requirements

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

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

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

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

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

5.4. The Contractor shall submit data in accordance with RSA 126-U which includes but is not limited to

5.4.1. Incidents of RSA 126-U:10

5.4.2. New Hampshire Programs Monthly totals of all children during residential time, regardless of referral source

5.4.3. Total number of restraints

5.4.4. Total number of seclusions

5.5. The Contractor shall submit data and reports based on the request of the Department in the manner, format and frequency requested by the Department which shall include but is not limited to:

5.5.1. Incident reports of

5.5.1.1. Restraint

5.5.1.2. Seclusion

5.5.1.3. Serious injury both including and not including restraint and seclusion

5.5.1.4. Suicide attempt

5.6. The Contractor shall provide data monthly and work with the data team to provide any clarity or correction of the material.

5.7. The Department reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the Agreement.

6. Performance Measures

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

Table B

Category	Key performance metrics:
Referral	• % 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	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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.

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.

DS MD

6.2.9. The Department reserves the right to request service plan and other documentation to comply with federal requirements upon request.

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

7. Additional Terms

7.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

7.3. Credits and Copyright Ownership

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

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

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

7.3.3.1. Brochures.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

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

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

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

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

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

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

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

3. For the purposes of this Agreement:

3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.

4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

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

4.1.1.

Program - Level 2	
Residential for eligible youth per day	$172.44

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

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

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

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

Financial Manager
Department of Health and Human Services

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.

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

4.5.1. Sub-total: $2,116,692.00

4.5.2. SFY 22: $705,564.00

4.5.3. SFY 23: $705,564.00

4.5.4. SFY 24: $705,564.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

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

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

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

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

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

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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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS MO

Date 6/14/2021

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name:

6/14/2021
Date

DocuSigned by:
Michelle O'Malley
Name: Michelle O'Malley
Title: CEO

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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:

6/14/2021
Date

DocuSigned by:
Michelle O'Malley
Name: Michelle O'Malley
Title: CEO

DS
MO
6/14/2021
Date

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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

Contractor Initials DS MB

Date 6/14/2021

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

6/14/2021
Date

DocuSigned by:
Michelle O'Malley
69A0CA451BA15A...
Name: Michelle O'Malley
Title: CEO

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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.

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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:

DocuSigned by:
Michelle O'Malley
100A0C0A516A43C...

6/14/2021
Date

Name: Michelle O'Malley
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/14/2021
Date

DocuSigned by:
Michelle O'Malley
Name: Michelle O'Malley
Title: CEO

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MO
Contractor Initials
6/14/2021
Date

Docusign Envelope ID: 13538172-73E3-4A4B-9925-2A6860BCE406

DocuSign Envelope ID: 757ED8CE-460B-4F72-AC78-69938456D236

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials MD

Date 6/14/2021

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Webster House
The State	Name of the Contractor
Signed by: Katja Fox	Michelle O'Malley
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Michelle O'Malley
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/14/2021	6/14/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Michelle O'Malley

6/14/2021
Date

Name: Michelle O'Malley
Title: CEO

DS
MO
Contractor Initials

6/14/2021
Date

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 08-340-1158

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DS MA

Contractor Initials _____

6/14/2021

Date _____

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 Chase Home for Children in Portsmouth, N.H. ("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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $11,097,996

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 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 5.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

5.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

5.1.2. A copy of the most recent independent financial audit;

5.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

5.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

5.1.5. Additional clarifying information may be required upon request.

5.1.6.

Program - Level 1	
Residential for eligible youth per day until 6/30/2023	$377.12
Program - Level 2	
Residential for eligible youth per day until 6/30/2023	$362.30

Program - Level 1	
Residential for eligible youth per day effective 7/1/2023	$253.51
Program - Level 2	
Residential for eligible youth per day effective 7/1/2023	$451.10

5.1.7. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

5.1.8. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 5.5., to read:

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $10,987,816

5.5.2. SFY 22: $1,549,292.00

5.5.3. SFY 23: $1,549,292.00

5.5.4. SFY 24: $1,974,327.00

5.5.5. SFY 25: $1,974,327.00

5.5.6. SFY 26: $1,970,289.00

5.5.7. SFY 27: $1,970,289.00

Initial
MW
Contractor Initials
5/9/2025
Date

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

DocuSigned by:
Katja S. Fox
240EEC7D616B4E3...
Name: Katja S. Fox
Title: Director

Chase Home for Children in Portsmouth, N.H.

5/9/2025
Date

Signed by:
Meme Wheeler
B97EBC773690451...
Name: Meme Wheeler
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484404146C...
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 State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHASE HOME FOR CHILDREN IN PORTSMOUTH, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 07, 1881. 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: **67618**

Certificate Number: **0006353392**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of December A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, WILLIAM TUCKER, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of THE CHASE HOME.
(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 April 24, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: Meme Wheeler, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Chase Home for Children to enter into contracts or agreements with the State
(Name of Corporation/LLC)
in ~~PORTSMOUTH~~, N.H

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: 5/13/25

Signature of Elected Officer
Name: WILLIAM TUCKER
Title: TREASURER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Isabel Walsh	
Kane Insurance 242 State Street Portsmouth NH 03801	PHONE (A/C, No, Ext): (603) 433-5600	FAX (A/C, No): (603) 740-5000
	E-MAIL ADDRESS: isabelwalsh@kaneins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Ins	18058
INSURER B :	Wesco Insurance	25011
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Chase Home for Children in Portsmouth, NH, 698 Middle Rd, Portsmouth NH 03801

COVERAGES **CERTIFICATE NUMBER:** CL255749648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2630647-017	12/03/2024	12/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2630649-017	12/03/2024	12/03/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) GOAOT	$ 1,000,000 $ $ $ $ 3,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB891677-017	12/03/2024	12/03/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3780411	05/15/2025	05/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Activities usual and customary to all things associated with a protective childrens home.

CERTIFICATE HOLDER

Sate of NH Department of Health and Human Services
129 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MISSION

THE CHASE HOME IS DEDICATED TO PROVIDING SUPPORTIVE AND RESTORATIVE RESIDENTIAL AND FAMILY SERVICES TO AT-RISK YOUTH IN A SAFE AND NURTURING ENVIRONMENT.

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BerryDunn

The Chase Home

Supporting children, youth & families since 1877.

CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2022, 2021 and 2020

With Independent Auditor's Report

Docusign Envelope ID: FBDD9B4F-B963-4F38-965C-50328CFFA2EA

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Boards of Directors
Chase Home for Children and The Chase Home

Opinion

We have audited the accompanying consolidated financial statements of Chase Home for Children and The Chase Home (the Organization), which comprise the consolidated statements of financial position as of June 30, 2022, 2021, and 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization for the years ended June 30, 2022, 2021, and 2020 and the consolidated changes in their net assets and their cash flows for the years 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 Consolidated 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.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated 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 consolidated financial statements are available to be issued.

Auditor's Responsibility for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated financial statements.

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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 consolidated 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 consolidated 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 consolidated 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.

Reporting on Consolidating Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 18, 2024

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidated Statements of Financial Position

June 30, 2022, 2021 and 2020

	2022	2021	2020
ASSETS			
Current assets			
Cash	$ 273,308	$ 386,205	$ 419,083
Accounts receivable	20,720	23,229	2,061
Prepaid expenses	24,693	32,388	46,863
Total current assets	318,721	441,822	468,007
Property and equipment, net	1,170,914	997,397	1,030,644
Other assets			
Investments	8,280,711	9,894,024	7,926,541
Beneficial interest in an agency fund	11,788	11,788	10,849
Total other assets	8,292,499	9,905,812	7,937,390
Total assets	$ 9,782,134	$11,345,031	$ 9,436,041
LIABILITIES AND NET ASSETS			
Current liabilities			
Accounts payable and accrued expenses	$ 56,136	$ 54,142	$ 69,355
Accrued payroll and related liabilities	140,337	143,726	141,008
Total current and total liabilities	196,473	197,868	210,363
Net assets			
Without donor restrictions	8,659,071	10,013,710	8,325,237
With donor restrictions	926,590	1,133,453	900,441
Total net assets	9,585,661	11,147,163	9,225,678
Total liabilities and net assets	$ 9,782,134	$11,345,031	$ 9,436,041

The accompanying notes are an integral part of these consolidated financial statements.

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidated Statements of Activities

Years Ended June 30, 2022, 2021 and 2020

	2022	2021	2020
Change in net assets without donor restrictions			
Revenues and support			
Program revenue	**$ 1,546,613**	$ 1,486,486	$ 1,270,563
Contributions and grants	**643,940**	409,832	718,728
Investment (loss) income	**(1,660,818)**	1,819,404	(32,908)
Interest and dividends	**180,558**	153,416	141,502
Loss on disposal of property and equipment	**-**	-	(13,128)
Net assets released from restriction	**116,200**	118,178	117,337
Total revenues and support	**826,493**	3,987,316	2,202,094
Expenses			
Program services	**1,887,480**	2,038,005	1,903,778
General and administrative	**185,120**	161,999	145,129
Fundraising	**108,532**	98,839	98,183
Total expenses	**2,181,132**	2,298,843	2,147,090
Change in net assets without donor restrictions	**(1,354,639)**	1,688,473	55,004
Change in net assets with donor restrictions			
Contributions	**42,265**	130,394	142,517
Investment (loss) income	**(132,928)**	220,796	9,361
Net assets released from restrictions	**(116,200)**	(118,178)	(117,337)
Change in net assets with donor restrictions	**(206,863)**	233,012	34,541
Change in net assets	**(1,561,502)**	1,921,485	89,545
Net assets, beginning of year	**11,147,163**	9,225,678	9,136,133
Net assets, end of year	**$ 9,585,661**	$11,147,163	$ 9,225,678

The accompanying notes are an integral part of these consolidated financial statements.

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidated Statement of Functional Expenses

Year Ended June 30, 2022

	Program Services	Administrative	Fundraising	Total
Salaries, wages and benefits	$ 1,416,098	$ 110,141	$ 47,203	$ 1,573,442
Grant expense	8,522	-	-	8,522
Office supplies and expenses	-	21,985	-	21,985
Staff expenses	76,273	-	-	76,273
Repairs and maintenance	131,549	6,924	-	138,473
Depreciation	53,716	1,661	-	55,377
Fundraising	-	-	61,329	61,329
Other	201,322	44,409	-	245,731
Total expenses	$ 1,887,480	$ 185,120	$ 108,532	$ 2,181,132

The accompanying notes are an integral part of these consolidated financial statements.

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidated Statement of Functional Expenses

Year Ended June 30, 2021

	Program Services	Administrative	Fundraising	Total
Salaries, wages and benefits	$ 1,402,820	$ 109,108	$ 46,761	$ 1,558,689
Grant expense	236,218	-	-	236,218
Office supplies and expenses	-	15,834	-	15,834
Staff expenses	61,564	-	-	61,564
Repairs and maintenance	73,268	3,856	-	77,124
Depreciation	42,435	1,312	-	43,747
Fundraising	-	-	52,078	52,078
Other	221,700	31,889	-	253,589
Total expenses	$ 2,038,005	$ 161,999	$ 98,839	$ 2,298,843

The accompanying notes are an integral part of these consolidated financial statements.

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidated Statement of Functional Expenses

Year Ended June 30, 2020

	Program Services	Administrative	Fundraising	Total
Salaries, wages and benefits	$ 1,305,347	$ 101,527	$ 43,512	$ 1,450,386
Grant expense	219,604	-	-	219,604
Office supplies and expenses	-	14,712	-	14,712
Staff expenses	4,983	-	-	4,983
Repairs and maintenance	62,432	3,286	-	65,718
Depreciation	42,368	1,310	-	43,678
Fundraising	-	-	54,671	54,671
Other	269,044	24,294	-	293,338
Total expenses	$ 1,903,778	$ 145,129	$ 98,183	$ 2,147,090

The accompanying notes are an integral part of these consolidated financial statements.

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidated Statements of Cash Flows

Years Ended June 30, 2022, 2021, and 2020

	2022	2021	2020
Cash flows from operating activities			
Change in net assets	**$ (1,561,502)**	$ 1,921,485	$ 89,545
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities			
Depreciation	**55,377**	43,747	43,678
Loss on disposal of property and equipment	**-**	-	13,128
Unrealized and realized loss (gains) on investments	**1,814,001**	(2,022,411)	42,087
Change in operating assets and liabilities			
Accounts receivable	**11,668**	14,475	(1,460)
Prepaid expenses	**(1,464)**	(21,168)	12,065
Contributions receivable	**-**	-	13,000
Accounts payable and accrued expenses	**1,994**	(15,213)	19,400
Accrued payroll and related liabilities	**(3,389)**	2,718	43,360
Net cash provided (used) by operating activities	**316,685**	(76,367)	274,803
Cash flows from investing activities			
Purchase of investments	**(739,820)**	(1,803,076)	(1,375,299)
Proceeds from sales of investments	**539,132**	1,857,065	1,470,955
Purchases of property and equipment	**(228,894)**	(10,500)	(46,809)
Net cash (used) provided by investing activities	**(429,582)**	43,489	48,847
Net (decrease) increase in cash	**(112,897)**	(32,878)	323,650
Cash, beginning of year	**386,205**	419,083	95,433
Cash, end of year	**$ 273,308**	$ 386,205	$ 419,083

The accompanying notes are an integral part of these consolidated financial statements.

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Nature of Operations

Chase Home for Children (CHC) is a New Hampshire non-profit organization providing support to The Chase Home (TCH). TCH is a New Hampshire non-profit organization which operates a residential home in Portsmouth, New Hampshire for teenage children and provides therapeutic services to children and families.

1. Significant Accounting Policies

Principles of Consolidation and Reporting Entity

The consolidated financial statements include the accounts of CHC and TCH (collectively referred to as the Organization). All material intercompany balances and transactions have been eliminated in the consolidated financial statements.

Use of Estimates

The preparation of consolidated 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 consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information regarding their consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of Organization management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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Contributions and Grants

Grants awarded and contributions received in advance of expenditures are reported as revenues and support with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records restricted grants and contributions whose restrictions are met in the same reporting period as revenues and support without donor restrictions in the year of the award or gift.

Cash

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management's estimate of the allowance is based on historical collection experience and a review of the current status of accounts receivable. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. As of June 30, 2022, 2021 and 2020, management determined an allowance was not necessary.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time

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Depreciation is provided on the straight-line method in amounts designed to depreciate the costs of the assets over their estimated lives as follows:

Building and improvements	5 to 40 years
Equipment, furniture and fixtures	5 to 20 years
Vehicles	4 to 5 years

Investments

Investments are presented in the consolidated financial statements at fair value. Investments in general are exposed to various risks, such as interest rates, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated statements of financial position.

Revenue Recognition

Program revenues are reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements with the State of New Hampshire, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers*.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of the State of New Hampshire notification to the Organization.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and supporting services benefited using allocations determined on a reasonable basis which is consistently applied. Square footage is used to determine the allocation for repairs and maintenance and depreciation.

Income Taxes

TCH is exempt from income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (the Code) to operate as a non-profit.

CHC is a qualified non-profit under Section 501(c)(3) of the Code and operates as a private foundation. Annually, CHC pays excise tax based on investment income.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through April 18, 2024, which was the date the consolidated financial statements were available to be issued.

2. Property and Equipment

Property and equipment, net, is comprised of the following at June 30:

	2022	2021	2020
Equipment	$ 165,829	$ 165,829	$ 155,329
Building and improvements	1,629,719	1,400,825	1,400,825
Furniture and fixtures	60,107	60,107	60,107
Vehicles	125,684	125,684	125,684
	1,981,339	1,752,445	1,741,945
Less accumulated depreciation	(810,425)	(755,048)	(711,301)
Property and equipment, net	$ 1,170,914	$ 997,397	$ 1,030,644

3. Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement,* defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets measured at fair value on a recurring basis are summarized below.

	Fair Value Measurements at June 30, 2022			
Investments	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 246,008	$ 246,008	$ -	$ -
Fixed income securities	3,610,721	3,610,721	-	-
Equity securities	4,423,982	4,423,982	-	-
	$ 8,280,711	$ 8,280,711	$ -	$ -

	Fair Value Measurements at June 30, 2021			
Investments	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 79,989	$ 79,989	$ -	$ -
Municipal bonds	1,115,256	-	1,115,256	-
Corporate bonds	1,389,654	-	1,389,654	-
Fixed income securities	477,779	477,779	-	-
Equity securities	6,831,346	6,831,346	-	-
	$ 9,894,024	$ 7,389,114	$ 2,504,910	$ -

	Fair Value Measurements at June 30, 2020			
Investments	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 328,315	$ 328,315	$ -	$ -
Municipal bonds	1,461,901	-	1,461,901	-
Corporate bonds	816,977	-	816,977	-
Fixed income securities	277,348	277,348	-	-
Equity securities	5,042,000	5,042,000	-	-
	$ 7,926,541	$ 5,647,663	$ 2,278,878	$ -

4. Beneficial Interest in an Agency Fund

CHC is a beneficiary of an agency fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this agency fund, property contributed by CHC to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. The estimated value of the future distributions from the agency fund is included in the consolidated statements of financial position as beneficial interest in an agency fund.

5. Endowment

Interpretation of Relevant Law

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the original value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as net assets with perpetual duration (a) the original value of gifts donated to be maintained in perpetuity, (b) the original gift value of subsequent gifts to be maintained in perpetuity, and (c) accumulations to gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions.

Funds with Deficiencies

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's spending policy permits spending from funds with deficiencies in accordance with the prudent measures required under UPMIFA. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions. There were no such deficiencies as of June 30, 2022, 2021 or 2020.

Investment Return Objectives, Risk Parameters, and Strategies

The Organization has adopted investment and spending polices, 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 included 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 while growing the funds, if possible.

Therefore, the Organization expects its endowment assets, over time, to produce an average rate of return which exceeds the inflation rate, plus the level of spending. Actual returns in any given year may vary from this amount. To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through capital appreciation (realized and unrealized), rather than current yield (interest and dividends). The Organization targets a diversified asset allocation that places an emphasis on equity investments to achieve its long-term return objectives within prudent risk parameters. 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 spending policy calculates the amount of money annually distributed from the Organization's endowment and quasi endowment. The current spending policy is to distribute an amount not to exceed 5% of the average market value for the preceding five years. The Organization has adopted this spending policy in order to protect the inviolate nature of the original corpus of gifts as well as to preserve the purchasing power of these funds into the future. For the funds for which no draw was taken, the Organization's policy is to spend the available funds on an as-needed basis for the purpose for which they were intended. In establishing this policy, the Organization considered the long-term expected return of 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.

Endowment and funds functioning as endowment were as follows at June 30:

	2022		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 867,162	$ 867,162
Board-designated endowment funds	7,413,549	-	7,413,549
Total funds	$ 7,413,549	$ 867,162	$ 8,280,711

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 1,000,090	$ 1,000,090
Board-designated endowment funds	8,893,934	-	8,893,934
Total funds	$ 8,893,934	$ 1,000,090	$ 9,894,024

CHASE HOME FOR CHILDREN AND THE CHASE HOME

Notes to Consolidated Financial Statements

June 30, 2022, 2021 and 2020

	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 797,280	$ 797,280
Board-designated endowment funds	7,129,261	-	7,129,261
Total funds	$ 7,129,261	$ 797,280	$ 7,926,541

	2022		
	Without Donor Restrictions	**With Donor Restrictions**	**Total**
Endowment, July 1, 2021	**$ 8,893,934**	**$ 1,000,090**	**$ 9,894,024**
Investment income	**180,558**	**20,130**	**200,688**
Net depreciation in fair value	**(1,660,943)**	**(153,058)**	**(1,814,001)**
Endowment, June 30, 2022	**$ 7,413,549**	**$ 867,162**	**$ 8,280,711**

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment, July 1, 2020	$ 7,129,261	$ 797,280	$ 7,926,541
Withdrawals	(208,147)	(17,986)	(226,133)
Investment income	153,416	17,789	171,205
Net appreciation in fair value	1,819,404	203,007	2,022,411
Endowment, June 30, 2021	$ 8,893,934	$ 1,000,090	$ 9,894,024

	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment, July 1, 2019	$ 7,003,843	$ 787,919	$ 7,791,762
Contributions	16,824	-	16,824
Investment income	141,502	18,540	160,042
Net depreciation in fair value	(32,908)	(9,179)	(42,087)
Endowment, June 30, 2020	$ 7,129,261	$ 797,280	$ 7,926,541

6. Net Assets with Donor Restrictions

Net assets with donor restrictions were comprised of the following as of June 30:

	2022	2021	2020
Funds with restrictions, temporary in nature - purpose restriction	$ **59,428**	$ 133,363	$ 103,161
Accumulated earnings on funds of perpetual duration	**838,792**	971,720	768,910
	898,220	1,105,083	872,071
Funds of perpetual duration	**28,370**	28,370	28,370
	$ **926,590**	$ 1,133,453	$ 900,441

7. Liability and Availability of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. The Organization has various sources of liquidity at its disposal, including cash and investments.

The following financial assets are expected to be available within one year of the consolidated statements of financial position date to meet general expenditures at June 30:

	2022	2021	2020
Cash	$ **273,308**	$ 386,205	$ 419,083
Accounts receivable	**20,720**	23,229	2,061
Beneficial interest in an agency fund	**11,788**	11,788	10,849
	305,816	421,222	431,993
Less net assets with donor restrictions, temporary in nature - purpose restriction	**(59,428)**	(133,363)	(103,161)
	$ **246,388**	$ 287,859	$ 328,832

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidating Statement of Financial Position

June 30, 2022

	The Chase Home	Chase Home for Children	Consolidated 2022
ASSETS			
Current assets			
Cash	$ 249,841	$ 23,467	$ **273,308**
Accounts receivable	20,720	-	**20,720**
Prepaid expenses	24,693	-	**24,693**
Total current assets	295,254	23,467	**318,721**
Property and equipment, net	217,449	953,465	**1,170,914**
Other assets			
Investments	-	8,280,711	**8,280,711**
Beneficial interest in an agency fund	-	11,788	**11,788**
Total other assets	-	8,292,499	**8,292,499**
Total assets	$ 512,703	$ 9,269,431	$ **9,782,134**
LIABILITIES AND NET ASSETS			
Current liabilities			
Accounts payable and accrued expenses	$ 37,611	$ 18,525	$ **56,136**
Accrued payroll and related liabilities	140,337	-	**140,337**
Total current and total liabilities	177,948	18,525	**196,473**
Net assets			
Without donor restrictions	275,327	8,383,744	**8,659,071**
With donor restrictions	59,428	867,162	**926,590**
Total net assets	334,755	9,250,906	**9,585,661**
Total liabilities and net assets	$ 512,703	$ 9,269,431	$ **9,782,134**

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CHASE HOME FOR CHILDREN AND THE CHASE HOME

Consolidating Statement of Activities

Year Ended June 30, 2022

	The Chase Home	Chase Home for Children	Eliminations	Consolidated 2022
Change in net assets without donor restrictions				
Revenues and support				
Program revenue	$ 1,546,613	$ -	$ -	**$ 1,546,613**
Contributions and grants	644,363	378,471	(378,894)	**643,940**
Investment loss	-	(1,660,818)	-	**(1,660,818)**
Interest and dividends	107	180,451	-	**180,558**
Net assets released from restriction	116,200	-	-	**116,200**
Total revenues and support	2,307,283	(1,101,896)	(378,894)	**826,493**
Expenses				
Program services	1,812,843	453,531	(378,894)	**1,887,480**
General and administrative	185,120	-	-	**185,120**
Fundraising	108,532	-	-	**108,532**
Total expenses	2,106,495	453,531	(378,894)	**2,181,132**
Change in net assets without donor restrictions	200,788	(1,555,427)	-	**(1,354,639)**
Changes in net assets with donor restrictions				
Contributions	42,265	-	-	**42,265**
Investment loss	-	(132,928)	-	**(132,928)**
Net assets released from restrictions	(116,200)	-	-	**(116,200)**
Change in net assets with donor restrictions	(73,935)	(132,928)	-	**(206,863)**
Change in net assets	126,853	(1,688,355)	-	**(1,561,502)**
Net assets, beginning of year	207,902	10,939,261	-	**11,147,163**
Net assets, end of year	$ 334,755	$ 9,250,906	$ -	**$ 9,585,661**

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The Chase Home's Board of Directors

2024-2025

Brian Gibb, President

Shane McDonough, Vice President

William Tucker, Treasurer

Andrea Pruna

Tatiana Czaplicki

Nicole Dionne

Jennifer McDonough

Joseph Gallant

T.D. Thompson

Scot Hopps

Ryan June

Ben Lindberg

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Candidate Profile

EOE Statement

We are an Equal Opportunity Employer. We will consider applicants for this position without regard to any category protected by applicable federal, state or local law, including but not limited to: race, color, religion, sex, national origin, age, physical or mental disability, genetic information, veteran status or uniformed servicemember status.

If hired, I understand my employment is at-will as permitted under applicable state law. I understand this means that either the company or I may terminate the employment relationship at any time, for any reason, with or without notice or cause.

Personal Information

Candidate:	**Beevers, Mary Jo**	Date Created:	**01/13/2025 3:24:20 PM**
Social Security:	*****-**-9994**	Date of Application:	**07/29/2022 9:34:41 AM**
Position:	**SOC-22-00004 - Residential Case Manager**	Application Method:	**Mobile**
Location:	**The Chase Home**	Referral Source:	**Internet/Job Board, Indeed**
Main Phone:	**(603) 343-3892**	Alternate Phone:	
Address:	**1618 Islington Street, Portsmouth, NH 03801**		
Email Address:	**maryjobeevers@gmail.com**	Date of Birth:	**09/10/******

Education

Institution:	**NH College**	Institution Type:	**Undergraduate**
Location:	**US**	Start Date:	
Degree:			
Major:			
Notes:			
Institution:	**University of NH**	Institution Type:	**Undergraduate**
Location:	**Durham, NH US**	Start Date:	
Degree:	**Associate**		
Major:	**Science, work, Business Administration**		
Notes:			
Institution:	**Granite State College**	Institution Type:	**Undergraduate**
Location:	**Durham, NH US**	Start Date:	
Degree:	**Bachelor's degree, Master of Counseling**		
Major:	**Behavioral Science**		
Notes:			

Employment History

Employer:	**Hampstead Hospital, Hampstead, NH - Hampstead - NH US**
Job Title:	**Counselor**

Duties:
Primarily work on the young adult unit, providing patient safety, support and DBT/CBT group facilitation.

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Employment History continued...

Assessing the current milieu and providing the most appropriate skill objectives to meet the needs of the patients most appropriately. CPI certified		
Reason for Leaving:		
Dates of Employment:	*From:* **02/01/2022**	*To:*
Supervisor:		
May we contact?		**No**
Employer:	**The Earring Tree, Newington, NH - Newington - NH US**	
Job Title:	**Store Manager**	
Duties: **Maintained all aspects of store functionality. Hiring and scheduling with appropriate coverage based on sales . Keeping a running inventory of specific jewelry over cost threshold . Training staff to do ear piercing, and calming strategies with young children. Attention to mall standard of operation/ meetings. Providing staff with training in product knowledge, up selling sales strategies while maintaining high level of customer service.**		
Reason for Leaving:		
Dates of Employment:	*From:*	*To:*
Supervisor:		
May we contact?		**No**
Employer:	**LINDT & SPRUNGLI NORTH AMERICA, Kittery, ME - Kittery - ME US**	
Job Title:	**Shift Supervisor**	
Duties: **Providing exemplary customer services and sales, always encouraging add on sales and customer loyalty program. Managing and reporting daily sales goals and achievements.** **Management of sales floor and replenishment, inventory, product turn around by date coding of inventory.** **Dept. Supervisor card/ gift wrapping section**		
Reason for Leaving:		
Dates of Employment:	*From:* **01/01/2009**	*To:* **01/01/2011**
Supervisor:		
May we contact?		**No**
Employer:	**Hallmark, Portsmouth, NH - Portsmouth - NH US**	
Job Title:		
Duties: **Providing sales and pos strategies to upsell to increase sales metrics. Maintain department inventory both manually and electronically.** **Follow Hallmark set up guidelines to meet display standards.**		
Reason for Leaving:		
Dates of Employment:	*From:* **01/01/2007**	*To:* **01/01/2009**
Supervisor:		
May we contact?		**No**
Employer:	**Seaborne Hospital, Dover, NH - Dover - NH US**	
Job Title:	**Counselor**	

Candidate Profile

Employment History continued...

Duties: **As a counselor I ran group meetings , met individually, creating plans of action and other areas of counsel. Maintained DAP documentation of each patient in the unit. Occasionally provided support in outpatient settings for client in need of services outside our hospitals scope. Engaged in ongoing training monthly to stay abreast of new research and outcomes.**			
Reason for Leaving:			
Dates of Employment:	*From:* **01/01/1992**	*To:* **01/01/1995**	
Supervisor:			
May we contact?	**No**		

US Military Experience			
Branch of Service:			
Rank at Discharge:		Years in Service:	
Highest Rank Attained:		Are you currently in the reserves?	
Additional Information:			

Skills Experience					
Skill:					
Last Used:		Skill Level:	**Education Only**	Years of Experience:	

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Skills Experience continued...

Skill Summary:	**Shift Management** **- Supervising Experience** **- Cash Handling** **- POS** **- Merchandising** **- Retail Sales** **- Store Management Experience** **- Assistant Manager Experience** **- Caregiving** **- Upselling** **- Management (10+ years)** **- Customer service** **- Customer relationship management** **- Analysis skills** **- Conflict management** **- Social media management** **- Profit & loss** **- Interviewing** **- Performance Management** **- Recruiting** **- Front desk** **- Compliance management** **- Care plans** **- Negotiation** **- Windows** **- Teaching** **- Addiction counseling** **- Developmental disabilities experience** **- Discharge planning** **- Experience working with students** **- Patient monitoring** **- Employee Orientation** **- Cognitive Behavioral Therapy** **- Individual / Group Counseling** **- Behavioral Therapy** **- Group Therapy** **- Change Management** **- Senior Care** **- Case Management** **- Crisis Intervention** **- Social Work** **- Intake Experience** **- Mental Health Counseling** **- Team building** **- Communication skills** **- Bereavement support** **- Hospice care** **- Motivational Interviewing** **- Behavioral Health** **- Program Management** **- Research** **- Child & Family Counseling** **- Meeting Facilitation** **- Crisis Management** **Certifications and Licenses** **CPI** **Additional Information** **I left Lindt in order to provide advocacy and care for my mother during the last life stages of her** **life. Simultaneously, during this period I provided advocacy and support to a family member with**

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Skills Experience continued...

Skill:					
Last Used:		Skill Level:		Years of Experience:	
Skill Summary:					
Skill:					
Last Used:		Skill Level:		Years of Experience:	
Skill Summary:					

Licenses and Certifications

Certification Type:		Registration Number:	
Geographic Area:		Certification Date:	
Additional:			
Certification Type:		Registration Number:	
Geographic Area:		Certification Date:	
Additional:			
Certification Type:		Registration Number:	
Geographic Area:		Certification Date:	
Additional:			

Work Schedule

Day	Hours Available for Work

Please read carefully before signing

I certify that all the information on this application, my resume, or any supporting documents I may present during any interview is and will be true, complete and accurate, to the best of my knowledge. I understand that any falsification, misrepresentation, or omission of any information may result in disqualification from further consideration for employment or, if employed, disciplinary action, up to and including immediate dismissal, regardless of when such information is discovered.

The Company considers this Application for Employment to be a part of the personnel record.

THIS COMPANY IS AN AT-WILL EMPLOYER WHERE ALLOWED BY APPLICABLE STATE LAW. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS APPLICATION, IF HIRED, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS APPLICATION OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL,

continued..:

SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. I UNDERSTAND THAT NO COMPANY EMPLOYEE OR REPRESENTATIVE HAS THE AUTHORITY TO ENTER INTO A CONTRACT REGARDING DURATION OF TERMS AND CONDITIONS OF EMPLOYMENT OTHER THAN THE PRESIDENT/CEO OF THE COMPANY AND THEN ONLY BY MEANS OF A WRITTEN CONTRACT SIGNED BY THE PRESIDENT/CEO.

I authorize the Company and/or its agents to confirm all statements contained in this application and/or resume as it relates to the position I am seeking, to the extent permitted by federal, state, or local law. Federal law and some states require a separate disclosure and consent when obtaining background reports from a consumer reporting agency. I understand I will be asked to complete any requisite consent forms for the background check which may be required by federal, state and/or local law. I agree to sign these forms and understand that my offer of employment may be conditional upon the background check.

I AUTHORIZE AND CONSENT TO, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THIS EMPLOYER (INCLUDING ANY AND ALL PRIOR EMPLOYERS OF MINE) TO FURNISH INFORMATION REGARDING MY PREVIOUS EMPLOYMENT HISTORY AND/OR ANY OF THE ABOVE-MENTIONED INFORMATION. I hereby release, discharge, and hold harmless, to the extent permitted by federal, state, and local law, any party delivering information to the Company pursuant to this authorization from any liability, claims, charges, or causes of action which I may have as a result of the delivery or disclosure of the above requested information. I hereby release from liability the Company for seeking such information and all other persons, corporations, or organizations furnishing such information.

If hired by the Company, I understand that I will be required to provide genuine documentation establishing my identity and eligibility to be legally employed in the United States by this Company as required by the Immigration Reform and Control Act of 1986. I also understand this Company employs only individuals who are legally eligible to work in the United States.

Print Name: **Mary Jo Beevers**

eSignature: Date: **01/13/2025**

Criminal History

Have you been convicted of a crime?			**Unspecified**
Agency:			
Type of Crime:			
Disposition:			
Date Involved:		County:	
Explanation:			
Agency:			
Type of Crime:			

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159 Cross Rd. Unit 1
Strafford, NH
03884

(603) 817-2081

Lindsey Ellis

Objective

To inspire motivation and dedication within Chase Home staff in order to enhance a program that addresses the ever changing needs of at risk youth.

Experience

2010- Present, The Chase Home for Children — Portsmouth, NH

Education Coordinator

- Currently serve as the liaison between The Chase Home for Children and several local school districts regarding the educational needs of the residents. Extensive experience with traditional as well as alternative educational settings.
- Represent the Chase Home in all school related issues/meetings including the development of Individual Education Plans (IEP), attending Student Services Team (SST) meetings, attending parent/teacher meetings, and coordinating Alternative School placements as needed.
- Act as part of a multidisciplinary team in Individual Treatment Plan meetings to develop educational goals and maintain updated education charts for the residents of the Chase Home.
- Complete monthly reports for each resident to update the treatment team on the progress made towards their educational goals.
- Hiring and Supervision of the tutoring position and facilitating communication between the tutors and residential staff.
- Supervise student interns and providing evaluative reports to their respective schools.
- Participate in weekly staff meeting and clinical rounds; participate in weekly management team meetings.
- Provide crisis intervention assistance and support to Direct Care Staff as needed.
- Create, coordinate, and implement the summer program.

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2009-2010, The Chase Home for Children Portsmouth, NH

Primary Counselor

- Supported adolescents in developing and refining their social, behavioral, educational, and independent living goals to assist them in reintegrating into society.
- Provided daily therapeutic structure and activities for residents within the program.
- Provided consistency regarding the rules and guidelines of the program to promote responsibility and accountability of residents.
- Worked with the Clinical Director to develop behavior plans for primary residents.
- Substituted for Supervisor as acting supervisor on weekends to ensure that the program ran effectively and new residential counselors developed the proper skills in various situations.
- Under the supervision of the Clinical Director, facilitated group therapy sessions for adolescent girls.

2008, Internship at The Chase Home for Children Portsmouth, NH

Intern

- Assisted the Education Coordinator in developing an Independent Living Curriculum for the program and implementing this curriculum with residents of age.
- Under the Supervision of the Education Coordinator, attended Individual Education Plans (IEP) for residents to support their educational progress.
- Under the Supervision of the Education Coordinator, attended weekly SST meetings at Portsmouth High School to identify at risk youth.

2003-2010 Friendly's Corporation Rochester, NH

Server/Trainer

- Trained new employees to follow proper procedures and regulations.
- Ensured that guests feel comfortable and welcome in the restaurant atmosphere.

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Meredith LaRocque she/her they/them

[redacted]

Skilled social services professional with 10 years of experience. Eager to leverage my expertise in management, mentorship, and innovation by supervising a University of New Hampshire Psychology Bachelors candidate during internship experience at The Chase Home.

KEY COMPETENCIES

- Excellent interpersonal skills
- Organization of multiple different information streams
- Schedule development and coordination of workforce
- Critical thinking and innovation
- Detail-oriented and resource-focused

RECENT PROFESSIONAL EXPERIENCE

Chase Home for Children - Portsmouth, NH

Vocational Coordinator **OCT 2022-Present**

- Corresponded with an average of 7 area schools to ensure educational needs of residents were being met.
- Attended individualized education plan (IEP) and 504 plan meetings to advocate for residents.
- Maintained and organized educational records for an average of 14 residents at any given time, across at least 5 different teams.

Case Manager Supervisor

- Oversaw daily operations of the facility including guiding direct-care staff and facilitating a safe living environment.
- Promoted resident engagement, independence, and self-advocacy through various programs and activities.

Hampstead Hospital - Hampstead, NH

Senior Counselor **OCT 2020-OCT 2022**

- Developed daily unit schedules across various staffing levels and strengths.
- Facilitated patient groups in dialectical behavioral, cognitive behavioral and trauma-based therapies.
- Monitored and assessed safety of patients and their environment on a daily basis.
- Collaborated with treatment teams to determine ideal therapeutic and behavioral plans.
- Founded a long-term care unit within the hospital to accommodate patients waiting for residential placement.

EDUCATION

Bachelor of Arts in English
Plymouth State University - Plymouth, NH
Sept 2014 - May 2018
Diversity, Equity, and Inclusion (DEI) Program President
Sept 2015- Sept 2018

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Olga Mcdonald

Parent Educator

Contact

[redacted]

Education

Lakewood Community College
St. Petersburg, FL
High School Diploma Equivalent

Key Skills

Organization & Time Management
Date Entry
Dependable & Flexible
Communication
Conflict Management

Objective

To work collaboratively to support the individual needs of at-risk children, youth, and their families. To provide support in intervention, education, and advocacy, to ensure that families are receiving treatment and care consistent with best practices in mental health and human services.

Experience

September 2022 - present
Parent Educator • Home Base Collaborative Family Counseling
Responsibilities: provide parenting education, coaching, and case management that have DCYF involvement. To support visits between parents and their children.

April 2010 – September 2022
ASAR/CSR • Travel Centers of America
Responsibilities: Customer service, problem solving, accounting, scanning, data entry.

September 2003 – March 2010
General Manager • Rosetown American Legion
Responsibilities: Community outreach, event planning, fundraising, accounting, customer service, monthly and quarterly reports.

Communication

Collaboration with co-workers, CASA, DCYF, JPPO, schools, guardians, foster providers, and other outside providers to provide the best possible care.

References

Available upon request.

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Olivia Valles

[redacted]

EDUCATION

University of New Hampshire - Durham, NH **May 2022**
Master of Social Work with Trauma-Informed Policy and Practice (TIPP) Graduate Certificate *GPA: 4.0*
- UNH Institute on Disability TIPP Scholar

University of New Hampshire - Durham, NH **May 2020**
Bachelor of Arts: Psychology; Minor: Spanish *GPA: 3.5*
- Cum Laude
- Dean's List: Fall 2016, Fall 2017, Spring 2019, Spring 2020

RELATED EXPERIENCE

Center for Life Management- Derry, New Hampshire **June 2022- Present**
Child & Adolescent ACT (Assertive Community Treatment) Clinician
- Provided individual counseling in home, school, and community settings
- Worked with a caseload of 20 children and families in an an intensive ACT services to support keeping clients from being placed in out of district school placements and residential treatment centers
- Provided family training and counseling to support children in meeting therapeutic goals
- Maintained communication with relevant collateral contacts
- Kept accurate documentation of client sessions
- Worked as a team with case managers and community support providers to deliver wraparound services

Stratham Memorial School- Stratham, New Hampshire **August 2021- May 2022**
Elementary School Social Work Intern
- Interned as an elementary school social worker as part of my second-year internship field placement
- Provided individual counseling to a caseload of 7 students
- Organized and facilitate engaging and developmentally appropriate group therapy sessions
- Maintained communication with relevant collateral contacts
- Kept accurate documentation of client sessions
- Participated in student consultation, IEP/504, and child study team meetings
- Worked as a team member to develop and implement multi-tiered systems of supports for students

Mount Prospect Academy- Hampton, NH **Sept. 2020- May 2021**
Clinical Social Work Intern
- Interned as a clinician at a residential treatment facility for adolescent girls with behavioral and emotional challenges as part of my first-year field placement for my Master's Degree
- Worked with a caseload of four clients with providing individual counseling
- Planned and facilitated group therapy sessions for residents in the milieu
- Conducted assessments to guide diagnoses for Anxiety, Depression, PTSD, and Personality Disorders
- Wrote and presented comprehensive assessments to client referrals and families
- Wrote individual treatment and crisis plans
- Used strengths-based approach to help clients develop short-term treatment plan goals
- Maintained proper documentation of client sessions

Goodwill Granite State Service Corps- Dover, NH **Jan. 2020- Aug. 2020**
AmeriCorps Member
- Served a 900-hour term as an AmeriCorps member placed at the Seymour Osman Community Center
- Responsibilities included planning and facilitating programming for a group of at-risk 4th graders at Woodman Park Elementary School
- Saw firsthand how Adverse Childhood Experiences can affect a child's ability to perform as a student
- Gained experience helping youth overcome these struggles at school
- With the onset of COVID-19, I jumped into action to help families in the Dover Housing authority neighborhood by making trips to the food bank, delivering and distributing food and school supplies to residents in need
- Learned to adapt to changes in job responsibilities to best support the needs of the community
- Recognized by Goodwill Northern New England for my efforts during COVID-19
    - https://goodwillnne.org/success-stories/americorps-member-olivia-helps-at-risk-kids-in-new-hampshire-during-the-covid-19-pandemic/

Seymour Osman Community Center- Dover, NH **Aug. 2018- Aug. 2021**
Youth Development Coordinator
- Worked a youth development coordinator at an after-school program and summer camp serving students at Woodman Park Elementary School in Dover, NH

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- Planned and facilitated educational enrichment programming for students
- Mentored students, provided homework support and reading support
- Acted as a role model for youth

Monadnock Family Services- Keene, NH **June 2018-Aug. 2018**

Community Outreach Coordinator

- Worked as a leader for Monadnock Family Services Summer Therapeutic Activity Group, serving nine clients ages 6-18 experiencing adversity and diagnosed with ADHD, PTSD, Autism, Depression, Anxiety, ODD.
- Responsible for scheduling and planning group activities in the community for my clients, providing transportation, offering emotional support, and maintaining records of clients' behaviors and engagement.

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Katherine "Meme" Wheeler

[redacted]

LEADERSHIP SUMMARY

- Strategic, resourceful non-profit leader with 20 years of expertise in engaging with the Health & Human Services and Child Welfare systems to work effectively in improving the life outcomes of children and their families.
- Social innovator with superior operations skills and knowledgeable on how to secure federal, grant-based and private funding for critical social service work.
- Successful at building sustainable relationships with state and federal government officials, legislators, lobbyists, thought-leaders, private agencies and communities.
- Analytical leader with the ability to synthesize, assess and research to identify best practices and policies.
- Powerful communicator with outstanding writing, speaking and public presentation skills.
- Data-based decision maker who relies on both quantitative and qualitative analysis to arrive at sound decisions and prioritizes and communicates goals to staff and team members effectively.
- Results-oriented supervisor with the ability to train, mentor, evaluate others for optimum performance and provide technical assistance as needed. Collaborative team member skilled at consensus-building and working across reporting, departmental and organizational lines to achieve superior, cost-effective results for clients; facilitates discussion in the workplace through meetings, ongoing written communication and by consulting staff regularly to generate creativity, ideas and buy-in for key projects; builds working partnerships with community stakeholders, government and private participants.
- Skilled mediator with a knack for problem-solving in pragmatic, cost-effective ways.
- Natural relationship builder with a solution-focused approach and the belief there are no dead-ends, only other roads to pursue.
- Successful child advocate with a passion for and commitment to substantially improving the lives of children and families, using strategies to achieve permanent outcomes through reunification, adoption, guardianship and foster care.

PROFESSIONAL EXPERIENCE

Casey Family Services
Agency of the Annie E. Casey Foundation 1997 to Present

Division Director, Lowell, MA
*Administrative and financial accountability for all CFS operations within the Lowell division assuring compliance (state, federal and accrediting authorities), and program/services quality.
*Director of 25 staff, accountable for the implementation of CFS philosophy, mission and objectives.
* Submits the annual division operating budget of $3.2 million in accordance with established guidelines to CFS Executive Committee. Approves budgeted expenses assuring fiscal responsibility and identifies all variances.
* Active driver of continuous improvement to build a high performance culture.
*Advocate for and implementer of high quality, evidence-based child and family services. Serves on external committees, boards, and as a leader of internal committees and work groups.

Deputy Division Director, Concord, NH
*Managed all division operations to generate high service quality in full compliance with relevant state and federal regulations.
*Direct supervisor, mentor and coach of six Team Leaders.
*Representative of organization at professional meetings, conferences and in public venues.
*Influenced child welfare practice and increased public awareness of Casey Family Services by cultivating trusting, collaborative relationships with public agencies.
*Drafted reports synthesizing key aspects of work, suggested strategies and analyzing outcomes. Responsible for work strategies, communications and staff performance.

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Team Leader
*Staff supervisor of foster care and [redacted] resource center professionals.
*Part of Management Team responsible for overall operations and efficiency of the New Hampshire Division.
*Conducted training, evaluations and strategic planning for the team.
*Highly involved in the roll out of the Case Information System, a child welfare case management system.
* Partnered with Division Director to develop the services at the Family Resource Center in the Franklin School District. Co-drafter who helped to procure 5-year grant funding from the 21st Century Learning Center Grant to implement before and after school programs within Franklin School System.
* Partnered with Division Director to create and implement the Accelerated Reunification Program for children and families referred by DCYF. This program successfully reunified families within a 90 day period.

Social Worker
*Conducted foster family training and provided intensive support, social work and clinical case management support for children and families.
*Worked closely with federal, state and local agencies to achieve favorable outcomes.

Division for Children, Youth and Families Rochester, New Hampshire
1990-1997

Assistant Supervisor
*Supervised four social workers and an intern while carrying two caseloads.
*Interviewed and hired new employees as part of a team.
* Directly supervised family service/assessment social workers and evaluated staff.
*Provided strategic guidance for critical case management decisions.
*Analyzed and synthesized factual data to identify best practices and to supplement agency fact-finding process. Facilitated meetings, conducted staff-training and coaching.
*Provided technical assistance as needed and engaged in the beta testing of BRIDGES, a SACWIS purchased by DCYF to improve the outcomes for all clients.

Permanency Worker
*Specialized in developing and implementing permanent plans (adoption, guardianship, foster care) for children not returning to family living situations.
*Collaborated extensively with the New Hampshire District and Probate Court systems.
*Worked with court representatives to define and deliver permanency results for each child on caseload.

Family Service Worker
*Worked with abused and/or neglected children and their families.
* Developed and implemented case plans to reunify or prevent placement for each family.

Selected Related Experience

Clinical Social Worker-Portsmouth Pavilion/Portsmouth Regional Hospital

Charge Counselor-Dover Children's Home

EDUCATION, CERTIFICATION AND PROFESSIONAL MEMBERSHIP

Master of Social Work
Advanced Standing Program – Clinical Concentration
University of New England Biddeford, Maine

Bachelor of Social Work
Hood College Frederick, Maryland

University of Pittsburgh
Semester at Sea Program
Traveled to: Japan, China, USSR, Malaysia, Spain, Egypt, Philippines, Taiwan, India, Turkey, and Yugoslavia as part of educational program.

LICSW, New Hampshire #1279
National Association of Social Workers-Active Member

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Current Experience:

Chase Home for Children, Portsmouth, NH **June, 2013 to Present**

Executive Director

*Administrative and financial accountability for all Chase Home operations
* Director of 32 staff
*Active Fundraiser for the sustainability of Chase Home
*Assuring compliance with state licensing and certification requirements
* Accountable to Chase Home Board of Trustees and Board of Directors
*Active driver of continuous improvement to build high quality services to youth and their families
*Provides clinical oversight to all programming: residential, in-home family therapy, and clinicians

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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: **Chase Home For Children**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Meme Wheeler	Executive Director	$80,000.00	$99,412.00
Lindsey Ellis	Program Director	$72,564.00	$72,564.00
Olivia Valles	Clinical Coordinator	$66,880.00	$66,880.00
Mary Beevers	Family Worker	$57,325.00	$57,325.00
Meredith Ryan	Vocational Coordinator	$54,767.00	$54,767.00
Olga MacDonald	Residential CM's Supervisor	$52,000.00	$52,000.00

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ARC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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**	

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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.

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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.

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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 Chase Home for Children in Portsmouth, N.H. ("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:

   $ 7,157,418

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	• 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)*

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, catalog of ALN #93.558, FAIN 2101NHTANF and 2301NHTANF.

1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT and 2301NHADPT.

1.4. Funds from Centers for Medicare and Medicaid Services, catalog of 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 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

23. 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 - Level 1	
Residential for eligible youth per day until 6/30/2023	$377.12
Program - Level 2	
Residential for eligible youth per day until 6/30/2023	$362.30

Program - Level 1	
Residential for eligible youth per day effective 7/1/2023	$253.51
Program - Level 2	
Residential for eligible youth per day effective 7/1/2023	$451.10

5.1.2. 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 5.5., to read:

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $7,047,238.00

5.5.2. SFY 22: $1,549,292.00

5.5.3. SFY 23: $1,549,292.00

5.5.4. SFY 24: $1,974,327.00

5.5.5. SFY 25: $1,974,327.00

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
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

Chase Home for Children in Portsmouth, N.H.

11/28/2023
Date

DocuSigned by:
Meme Wheeler
B07EBC773600451...
Name: Meme Wheeler
Title: Executive Director

DS
MW
Contractor Initials

11/28/2023
Date

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/6/2023
Date

DocuSigned by:
Robyn Guarino
74873484494l460...
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:

DS
MW
Contractor Initials_____

11/28/2023
Date_____

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed $76,080,959.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
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	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

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Orion House Newport, NH (VC# TBD)	Newport, NH	433,685.00	433,685.00	433,685.00	1,301,055.00
Vermont Permanency Initiative Orford, NH (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	5,285,033.00	5,285,033.00	5,285,033.00	15,855,099.00
	Total:	$25,433,773.00	$25,323,593.00	$25,323,693.00	$76,080,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

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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	58

Reviewers Name and Title

1 Robert Roder, Administrator for DCYF

2 Richard Sarette, Administrator for DCYF

3 Sharon Bishop, Program Specialist IV, CBH

4 Paige Morgan, Youth Voice

5 Tarik Oostrndsen, Business Administrator, Finance

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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 Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	76
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	91
9	St. Anns Home, Inc.	St. Ann's	86
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Duston, Administrator, DCYF

4 Tanja Gedmintsev, Business Administrator, Finance

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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 #/RFP#	RFP-2021-CCH-12-RESID		
LEVEL OF CARE	Level 3		
	Vendor Name	Key Personnel	Total Score
	1 Dimensions Foundation	Dimensions Level 3 Provider	76
	2 Easter Seals	DJ Dyer - Interview	87
	3 Easter Seals	Lancaster - Interview	87
	4 Easter Seals	Zachary - Interview	86
	5 Easter Seals	DJ Dyer - Interview	86
	6 Home for Little Wanderers	Ashley	73
	7 Lamprey ABI (Nexus/Resources)	Interview	84
	8 Mount Prospect Academy, Inc.	Option A Ann Warren	87
	9 Mount Prospect Academy, Inc.	Option A Matt Fern CPM	84
	10 Mount Prospect Academy, Inc.	Option A PSS Rumney	84
	11 Mount Prospect Academy, Inc.	Option A Summa Plant	84
	12 Mount Prospect Academy, Inc.	Option C Cara Hampton	85
	13 Mount Prospect Academy, Inc.	Option C Cara Plant	85
	14 Mount Prospect Academy, Inc.	Option D Kate Cary Campion	78
	15 Pine Haven Boys Center	Pine	79
	16 Spaulding Academy & Family Services	SFP	85
	17 Spaulding Academy & Family Services	MTP	85
	18 Spaulding Academy & Family Services	MIP	85
	19 St. Anns Home, Inc.	Option A	87
	20 St. Anns Home, Inc.	Level 3, Option C	87
	21 Stanton School, Inc.	Stanton	85
	22 Vermont Permanency Initiative, Inc.	Vermont	91
	23 Whittier Academy Inc.	Option A	91

Reviewers Name and Title

1 Amy Lamont, Program Specialist IV, CCH
2 Patricia Reed, Program Specialist IV, CCH
3 Kathleen Talbot, Program Specialist IV, CCH
4 Jessica Rountree, Administrator, DCYF
5 Amy Lamont, Administrator, Planning
6 Rebecca Lyman, Financial Specialist Advn

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposals 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/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 Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	89
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	82
9	Youth Opportunities Upheld Inc.	Option C ICBAT	82
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	83

Reviewers Name and Title

1 Darryl Tierney, Program Specialist IV, CBH

2 Adele Bauman, Administrator, CBH

3 Erica Urquhart, Director for CBH

4 Rebecca Frederic, Administrator, DOS

5 Tanja Oosthuizen, Business Administrator, Finance

6 Elizabeth Lefontaine, Administrator, Finance

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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 Chase Home for Children in Portsmouth, N.H.		1.4 Contractor Address 698 Middle Road Portsmouth, NH 03801-4829	
1.5 Contractor Phone Number (603) 436-2216	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $4,758,056
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: Katherine Wheeler Date: 6/18/2021		1.12 Name and Title of Contractor Signatory Katherine Wheeler Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 6/21/2021		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: DocuSigned by: Taklumina Raklumatara 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 DS KW
Date 6/18/2021

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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 DS

Date 6/18/2021

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials DS

Date 6/18/2021

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials

Date 6/18/2021

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services; available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

1.11. Staffing, Training and Development

1.11.1. Talent Strategy

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

1.11.2. Staffing Ratios

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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 positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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

support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
1.21.1.2. Cognitive Behavior Therapy
1.21.1.3. Dialectic Behavior Therapy
1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to;

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized.

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B

Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)	Independent Living Program (ILP)	Portsmouth, NH	4	N/A
Level of Care 2, Intermediate Treatment	Residential Treatment Services	Portsmouth	14	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. **Reserved**

2.5. **Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

2.5.1. The Contractor shall provide residential treatment services Level of Care 1, Supportive Community Level of Treatment (1B), Independent Living, supervised living in a community based out of home treatment setting designed for individuals who manifest mild behavioral and emotional challenges and who are capable of engaging in community-based activities to:

2.5.2. The goal of this setting is to provide the maximum amount of community integration and Independent Living to an individual with minimal supports The Contractor shall provide services to the youths or young adults at this level of care for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but not limited to:

2.5.2.1. Minimal supports in the community
2.5.2.2. Case Management
2.5.2.3. Supervision
2.5.2.4. Vocational Training
2.5.2.5. Medication Monitoring, as clinically indicated
2.5.2.6. Crisis Intervention

2.5.3. **Staffing**

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential

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Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.5.3.2.1. Awake Hours 1:6 resident to staff ratio.

2.5.3.2.2. Awake Overnight: 1:12 for youth 16 or older: for 18 and older, the Contractor may either have an asleep or awake overnight, which may be supplemented with technology from another unit on property.

2.5.3.2.3. Clinical: 1:10 when clinical services are delivered onsite.

2.5.3.2.4. Family Worker: 1:8, who will collaborate with Care Management Entity.

2.5.3.2.5. Medical Care: Nursing-available for consultation. If Qualified Residential Treatment Program (QRTP) Clinical and Nursing shall be available 24/7, based on client needs.

2.5.4. **Supported Visits**

2.5.4.1. Supported visitation are not required of this program level.

2.5.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.

2.5.4.3. The Contractor may provide family visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.5.5. **Educational Services**

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor shall connected 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 connect the individual to higher education for those who have graduated high school or

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supporting individuals pursing higher education or independent living with but not limited to:

2.5.5.3.1. Transitional Services.
2.5.5.3.2. Vocational Services.
2.5.5.3.3. Formal Education.
2.5.5.3.4. Training Programs.
2.5.5.3.5. Independent Living Skills.

2.5.6. Transportation

2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.5.6.1.1. Court Hearings.
2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.5.6.1.4. Recreation (clubs, sports, work).

2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation,
2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.5.6.2.3. Purchasing public transportation passes.
2.5.6.2.4. Paying for cab fare.
2.5.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.5.6.3. The Contractor shall encourage the individual to utilize parent/caregiver and/or public transit when available in order to meet the transportation expectations in 2.4.6.1.

2.5.6.4. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.5.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.5.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.5.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.5.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.6. 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, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

2.6.2.2. Supervision dependent on the need of the individual and program model.

2.6.2.3. Community Supports

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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

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.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. **Supported Visits**

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. **Educational Services**

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

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2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.6.5.4.1. Transitional Services.
2.6.5.4.2. Vocational Services.
2.6.5.4.3. Formal Education.
2.6.5.4.4. Training Programs.
2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.6.6.1.1. Court Hearings.
2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.6.6.1.4. Recreation (clubs, sports, work).

2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Reserved

2.8. Reserved

2.9. Reserved

2.10. Reserved

2.11. Reserved

2.12. Reserved

3. Specific Residential Treatment Program Requirements

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. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)

3.3.1. Chase Home Independent Living Program (ILP)

3.3.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:6	1:4 ILP Coordinator and Case Manager
Direct Care 2nd shift	Milieu 1:6	No Variation
Direct Care Overnight	Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight	No Variation
Clinical Ratio	1:10	1:4
Family Worker	1:8	1 FT Subcontracted Permanency Worker shared with other agency

Family Therapist	Not Required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	Not required	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	If QRTP Clinical and Nursing 24/7 available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
ILP Coordinator	Not required	1 FT
ILP Case Manager	Not required	1 PT
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Chase Home Residential Treatment

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	1:3
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:7
Clinical Ratio	1:10	No Variation 1 PT Subcontracted
Family Worker	1:8	No Variation
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	Not allocated
Board certified behavioral	Not required	Not allocated

analyst (BCBA)		
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Permanency Worker	Not required	1 FT Subcontracted Permanency Worker shared with other agency
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.5. Reserved

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. **Exhibits Incorporated**

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

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4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
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

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B

CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

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

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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:

Table B

Category	Key performance metrics
Referral	• % 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	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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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 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.

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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 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.

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 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.

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,

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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.

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Payment Terms

1. This Agreement is funded by:
   - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 $110,180.00 shall be provided to the Contractor, for the expenses incurred to launch/expand services based on the start-up budgets 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 documention for authorized expenses, subsequent to approval of the submitted invoice.

   4.3. The final invoice and supporting documention 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 - Level 1	
Residential for eligible youth per day	$377.12
Program - Level 2	
Residential for eligible youth per day	$362.30

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5.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

5.2. 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.

5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

5.4. 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.

5.4.1. 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

5.4.2. 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.

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $4,647,876.00

5.5.2. SFY 22: $1,549,292.00

5.5.3. SFY 23: $1,549,292.00

5.5.4. SFY 24: $1,549,292.00

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 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.

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Exhibit C-1 Budget for Start-up Costs

Start-up costs are limited for residential treatment programs

Basic Information	
Agency Name	The Chase Home

Start-up Cost Budget		
Line Item	Amount requested	Notes (if needed)
Personnel costs	$ 51,650.00	
Supervisors/managers		
Frontline caseworkers	21,650.00	2 F/T Residential Counselors for 1st and 2nd shifts
Coordination or administrative support	15,000.00	1 F/T Family Worker
CQI, QA specialists and/or data analysts	15,000.00	1 F/T/ Permanency Worker (50% coverage of salary)
Other personnel costs		
Program facilities	$ -	
Lease		
Maintenance and utilities		
Other facility costs		
Program materials and supplies	$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	$ 6,000.00	
Program license or other fees		
Program training (initial)	6,000.00	TBRI
Other EBP or program model costs		
Systems costs related to program	$ -	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	$ 9,000.00	
Consulting	2,000.00	Consultation with Connected Elephant/TBRI compliance
Sub-contracting	7,000.00	Working for SMHC and sub-contracting with TCH
Equipment	$ 41,500.00	
Vehicles		
Furniture	40,000.00	
Technology Equipment	1,500.00	Staff computers
Other Equipment		
Telecommunication	$ 2,000.00	
Phones/Walkie Talkies	1,000.00	
Internet Service	1,000.00	Expansion of internet service in building
Other Telecommunication		
Client Provisions	$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	$ -	
Total start-up costs	$ 110,150.00	

Kevin Keeler

Contractor Initials: KK

Date: 7/13/21

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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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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:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

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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

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Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

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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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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:

6/18/2021
Date

DocuSigned by:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

KW
Contractor Initials

6/18/2021
Date

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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.

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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:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

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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:

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Date

DocuSigned by:
Katherine Wheeler
Name: Katherine Wheeler
Title: Executive Director

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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 Chase Home
The State	Name of the Contractor
Katja Fox	Katherine Wheeler
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Katherine Wheeler
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/21/2021	6/18/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Katherine Wheeler

6/18/2021
Date

Name: Katherine Wheeler
Title: Executive Director

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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: 040243347

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this Information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials GS

Date 6/18/2021

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 Dover Children's Home ("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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $9,253,945

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 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 5.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

5.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

5.1.2. A copy of the most recent independent financial audit;

5.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

5.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

5.1.5. Additional clarifying information may be required upon request.

5.1.6.

Program - Pilot House	
Residential for eligible youth per day until 6/30/2023	$182.66
Program - Children's Home	
Residential for eligible youth per day until 6/30/2023	$424.00

Program - Pilot House	
Residential for eligible youth per day effective 7/1/2023	$390.01
Program - Children's Home	
Residential for eligible youth per day effective 7/1/2023	$586.49

5.1.7. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

5.1.8. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 5.5., to read:

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $8,914,754.00

5.5.2. SFY 22: $1,317,048.00

5.5.3. SFY 23: $1,317,048.00

5.5.4. SFY 24: $1,580,238.00

5.5.5. SFY 25: $1,580,238.00

5.5.6. SFY 26: $1,560,091.00

5.5.7. SFY 27: $1,560,091.00

DS
RT

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

Dover Children's Home

5/7/2025
Date

DocuSigned by:
Renee Touhey
4C8F95AF633047B...
Name: Renee Touhey
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484141941460...
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 State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DOVER CHILDRENS HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1893. 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: **60257**

Certificate Number: **0006823748**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of December A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Ann Lane, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Chair of Dover Children's Home.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on May 1, 2025, at which a quorum of the Directors were present and voting.

VOTED: That, Renee Touhey-Childress
(Name and Title of Contract Signatory)

is duly authorized on behalf of Dover Children's Home to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/1/25

Ann Lane
Signature of Elected Officer
Name: Ann Lane
Title: Dover Children's Home Board Chair

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Fairley Kenneally	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: fairley@esinsurance.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dover Children's Home 207 Locust Street Dover NH 03820	INSURER A: Great American Insurance Group	GAIG
	INSURER B: Technology Insurance Co	42376
	INSURER C: AmTrust Financial Services, Inc.	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MAC 3879214 13	11/05/2024	11/05/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAP 3879215 13	11/05/2024	11/05/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB 3879216 13	11/05/2024	11/05/2025	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TES4502185	11/05/2024	11/05/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Cyber Liability			TCL1748207 00	11/05/2024	11/05/2025	Aggregate Deductible	$100,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

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DOVER CHILDREN'S HOME

MISSION STATEMENT

Provide tools and support for youth to heal from emotional trauma through community-based treatment programs that foster relationships and enable youth to create hope for the future.

STRATEGIC FRAMEWORKS

- ***Pursue Program Excellence***
- ***Expand Services***
- ***Maximize the Effectiveness of Governance & Management Structure***
- ***Ensure Organizational Sustainability***

IT TAKES A COMMUNITY TO RAISE A CHILD

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Financial Statements

DOVER CHILDREN'S HOME, INC.

FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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DOVER CHILDREN'S HOME, INC.

FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Dover Children's Home, Inc.

Qualified Opinion

We have audited the accompanying financial statements of Dover Children's Home, Inc. (a nonprofit organization), which comprise the statements of financial position as of September 30, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion section of our report, the financial statements referred to above present fairly, in all material respects, the financial position of Dover Children's Home, Inc. as of September 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Qualified Opinion

Due to the inadequacy of accounting records for the years prior to the year ended May 31, 2008 (the first year we were engaged as auditors), we were unable to form an opinion regarding the net assets of Dover Children's Home, Inc. and the related restrictions thereon (see **Note 6**).

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Dover Children's Home, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified 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.

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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 Dover Children's Home, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Dover Children's Home, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Dover Children's Home, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
February 28, 2024

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DOVER CHILDREN'S HOME, INC.

STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents		
Operating cash	$ 104,614	$ 145,649
Cash equivalents from investments	308,867	105,873
Total cash and cash equivalents	413,481	251,522
Accounts receivable	206,698	56,859
Accounts receivable, other	-	179,464
Inventory, food	2,387	3,450
Prepaid expenses	11,585	16,703
Total current assets	634,151	507,998
PROPERTY AND EQUIPMENT		
Land, building and improvements	2,300,828	2,233,304
Furniture and equipment	203,910	187,713
Vehicles	102,202	102,202
	2,606,940	2,523,219
Less accumulated depreciation	1,096,182	1,016,170
Total property and equipment, net	1,510,758	1,507,049
INVESTMENTS	4,548,648	4,538,696
Total assets	$ 6,693,557	$ 6,553,743

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 3,910	$ 11,697
Accounts payable, construction	-	139,182
Accrued paid time off	60,591	72,831
Accrued payroll and related liabilities	58,279	47,735
Unearned income	5,000	5,000
Refundable rent	4,587	319
Total current liabilities	132,367	276,764
NET ASSETS		
Without donor restrictions	2,286,787	2,216,041
With donor restrictions	4,274,403	4,060,938
Total net assets	6,561,190	6,276,979
Total liabilities and net assets	$ 6,693,557	$ 6,553,743

See Notes to Financial Statements

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DOVER CHILDREN'S HOME, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
REVENUE AND SUPPORT WITHOUT DONOR RESTRICTIONS		
Contributions	$ 301,084	$ 335,364
Fundraising	231,395	159,049
Government and other agencies	1,378,289	1,541,825
Income from outside trust grants	29,832	50,972
In kind contributions	40,519	53,060
Interest income	172	320
Total revenue and support without donor restrictions	1,981,291	2,140,590
Net assets released from restrictions	356,310	279,740
Total revenue and support without donor restrictions and net assets released from restrictions	2,337,601	2,420,330
EXPENSES		
Program services:		
Instructional and student activities	1,562,587	1,380,084
Residential	318,140	348,690
Supporting activities:		
General and administrative	183,065	152,843
Fundraising and marketing	203,063	196,543
Total expenses	2,266,855	2,078,160
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	70,746	342,170
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	5,000	13,000
Interest and dividends, investments	166,134	252,035
Net realized and unrealized gain (loss) on investments	398,641	(1,263,526)
Net assets released from restrictions	(356,310)	(279,740)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	213,465	(1,278,231)
INCREASE (DECREASE) IN NET ASSETS	284,211	(936,061)
NET ASSETS, BEGINNING OF YEAR	6,276,979	7,213,040
NET ASSETS, END OF YEAR	$ 6,561,190	$ 6,276,979

See Notes to Financial Statements

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DOVER CHILDREN'S HOME, INC.

STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
INSTRUCTIONAL AND STUDENT ACTIVITIES		
Salaries and wages	$ 1,183,355	$ 1,016,010
Health and dental insurance	108,178	93,818
Payroll taxes	91,386	78,659
In-kind	37,608	48,664
Food	13,402	18,732
Technology update	18,581	22,948
Insurance	17,513	20,148
Staff development	15,220	6,922
Holidays/vacations	8,727	5,835
Telephone	10,063	8,350
Recreation/weekend activities	6,003	8,793
Staff mileage reimbursement	9,164	2,440
Vehicle insurance	8,231	7,972
Client transportation	8,091	10,097
Pilot house expense	5,288	3,570
Hygiene/personal products	4,318	4,500
Vehicle maintenance and repairs	4,072	3,812
Payroll service costs	2,690	3,710
Resident allowance	2,096	2,004
Resident reinforcers	1,779	4,817
Client treatment and services	1,769	1,118
Clothing	1,647	4,513
School supplies	1,311	1,024
Miscellaneous	1,177	550
Criminal record check	489	727
Membership dues	243	248
Postage	186	103
Total instructional and student activities	$ 1,562,587	$ 1,380,084

See Notes to Financial Statements

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DOVER CHILDREN'S HOME, INC.

STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
RESIDENTIAL		
Salaries and wages	$ 140,405	$ 105,102
Depreciation	76,011	67,817
Furniture	5,110	54,190
Maintenance and repairs	4,664	22,577
Heat	19,364	22,331
Equipment maintenance and repairs	7,483	18,672
Electricity	12,650	11,923
Health and dental insurance	12,645	9,623
Insurance	8,703	8,211
Payroll taxes	10,682	8,068
House supplies	8,772	5,883
Grounds maintenance	4,375	5,607
In-kind heat	2,911	4,396
Water and sewer	4,051	3,910
Payroll service costs	314	380
Total residential	$ 318,140	$ 348,690

See Notes to Financial Statements

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DOVER CHILDREN'S HOME, INC.

STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
GENERAL AND ADMINISTRATIVE		
Salaries and wages	$ 78,257	$ 67,067
Professional fees	53,294	27,982
IT/office infrastructure	18,656	23,828
Health and dental insurance	7,025	6,014
Office supplies	2,009	5,905
Payroll taxes	5,933	5,042
Insurance	4,766	4,685
Depreciation	4,001	3,570
Food	1,199	2,968
Telephone	2,875	2,386
Miscellaneous	1,801	1,497
Membership dues	971	993
Other administrative expenses	1,866	517
Payroll service costs	175	238
Postage and shipping	186	103
Finance charges	36	33
Bank service fees	15	15
Total general and administrative	$ 183,065	$ 152,843

See Notes to Financial Statements

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Continued

DOVER CHILDREN'S HOME, INC.

STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
FUNDRAISING AND MARKETING		
Salaries and wages	$ 128,384	$ 117,683
Direct fundraising expenses	38,482	40,543
Health and dental insurance	12,643	10,825
Advertising	4,022	9,402
Payroll taxes	10,681	9,076
Insurance	2,497	2,842
Bank service fees	3,169	2,720
Telephone	1,438	1,193
Office supplies	354	1,042
Miscellaneous	831	652
Payroll service costs	314	428
Postage	248	137
Total fundraising and marketing	$ 203,063	$ 196,543

See Notes to Financial Statements

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DOVER CHILDREN'S HOME, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ 284,211	$ (936,061)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	80,012	71,387
Realized gain on sale of investments	(143,747)	(250,844)
Unrealized loss (gain) on investments	(254,894)	1,514,370
Decrease (increase) in assets:		
Accounts receivable	(149,839)	41,568
Accounts receivable, other	179,464	(179,464)
Inventory, food	1,063	(1,303)
Prepaid expenses	5,118	(442)
Increase (decrease) in liabilities:		
Accounts payable	(7,787)	10,011
Accrued paid time off	(12,240)	16,241
Accrued payroll and related liabilities	10,544	11,695
Unearned income	-	5,000
Refundable rent	4,268	(2,301)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(3,827)	299,857
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(222,903)	(288,019)
Purchase of investments	(3,354,720)	(1,535,952)
Proceeds from sale of investments	3,743,409	1,540,092
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	165,786	(283,879)
NET INCREASE IN CASH AND CASH EQUIVALENTS	161,959	15,978
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	251,522	235,544
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 413,481	$ 251,522
SUPPLEMENTAL DISCLOSURE OF NONCASH ACTIVITY		
Construction costs included in accounts payable at year end	$ (139,182)	$ 139,182

See Notes to Financial Statements

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DOVER CHILDREN'S HOME, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Dover Children's Home, Inc. (the Home) is a non-profit organization designed to provide a home for the reception, care and instruction of needy, neglected, or abused children. The majority of the Home's funding is from federal and state funds administered through the State of New Hampshire Department of Health and Human Services.

Basis of Presentation

The financial statements of the Home have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Home to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Home. These net assets may be used at the discretion of the Home's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Home. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of September 30, 2023 and 2022, the Home had $4,274,403 and $4,060,938 of net assets with donor restrictions, respectively.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates

Management uses estimates in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. On an ongoing basis, management evaluates the estimates and assumptions based on new information. Management believes that the estimates and assumptions are reasonable in the circumstances, however, actual results could differ from those estimates.

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Income Taxes
The Home is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except on net income derived from unrelated business activities, and as a result of having no unrelated business activities for each of the years ended September 30, 2023 and 2022, has made no provision for Federal income taxes in the accompanying financial statements.

Management has reviewed the tax positions for the Home under ASC 740, *Accounting for Income Taxes*, which establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Home's tax positions taken on its information returns for the previous three tax years.

Cash and Cash Equivalents
The Home considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents at September 30, 2023 and 2022 consist of money market accounts. Cash equivalents totaled $308,867 and $105,873 on September 30, 2023 and 2022, respectively.

Accounts Receivable
Accounts receivable represent amounts due from Medicaid and (Division for Children, Youth and Families) DCYF, as well as other small programs funded by the State of New Hampshire for the years ended September 30, 2023 and 2022. The amounts are based on the per diem rate paid for residents of the Home. The per diem rate is determined on an annual basis. Subsequent to September 30, 2023 the Home was notified of a rate increase that would be retroactive to July 1, 2023. The rate increase results in an additional amount due to the Home totaling $123,515 and is recorded as a receivable at September 30, 2023 (see **Note 8**).

The Home considers accounts receivable to be fully collectible. Accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations and an allowance will be created when that determination is made.

Accounts Receivable, other
At September 30, 2022, accounts receivable other includes $136,767 in reimbursement grant funds through the New Hampshire Department of Health and Human Services related to improvements made to the home (see **Note 8**).

Additionally, accounts receivable other includes fundraising revenue earned but not yet received totaling $30,569 and a promise to give in the amount of $12,128 at September 30, 2022. There were no accounts receivable, other at September 30, 2023.

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Inventory, Food

Food inventories purchased for use in program residential services are carried at the lower of first-in, first-out cost or net realizable value.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statements of financial position. The values of the securities are subject to market fluctuations and are uninsured (see **Note 4**). Unrealized gains and losses and investment income from restricted investments are included in the change in net assets (see **Note 5**).

Property and Equipment

Property and equipment are recorded at cost, if purchased, or at fair value at the date of donation in the instance of donated property. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Costs for maintenance and repairs are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized.

Depreciation is provided over the life of the related assets using the straight line method as follows:

	Years
Buildings and building improvements	5 - 39
Furniture and equipment	5 - 15
Vehicles	5

Depreciation expense for the years ended September 30, 2023 and 2022 was $80,012 and $71,387, respectively.

Accrued Paid Time Off

Accrued paid time off represents the Home's liability for the cost of unused employee paid time off. The Home allows employees to carryover up to 120 hours of accrued paid time off which is payable when used or in the event of employee termination. The Home also allows employees to use amounts in excess of the 120 hours for medical or other approved leave. The amount in excess of the 120 hours will not be paid out in the event of termination. The excess hours represents $14,155 and $19,379 of the total accrued paid time off balance at September 30, 2023 and 2022, respectively. The Home's total liability for the accrued paid time off at September 30, 2023 and 2022, including the excess hours, is $60,591 and $72,831, respectively.

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Functional Allocation of Expenses
The costs of providing the various program services, fundraising, and general and administrative support have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, occupancy, supplies, etc. Functional expenses are classified by the type of activity for which expenses were incurred, such as management and general, fundraising and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The cost of providing certain program and supporting services have been directly charged.

Fair Value of Financial Instruments
The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practical to estimate the value:

Accounts receivables – The carrying value of these accounts approximates fair value due to their short term nature.

Investments – The fair value of investments are measured using a fair value hierarchy, which prioritizes the inputs used in measuring fair values (see **Note 5**).

Accounts payable, accrued expenses, and unearned income – The carrying value of these accounts approximates fair value due to the short term nature of the obligations.

Revenue Recognition - Grants
The Home is awarded cost reimbursement grants by the New Hampshire Department of Health and Human Services through Medicaid and the Division for Children Youth & Families. Revenues associated with these grants are recorded in the period the associated care is provided.

Revenue Recognition – Fundraising
The Home recognizes revenue from all fundraising related activities in the period in which the event occurs.

Contributions
All contributions are considered to be available for the general programs of the Home unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as net assets with donor restrictions. Contributions are recognized in the period promised.

Contributed Support
Many individuals involved with the Home have donated significant time to its activities and programs; however, no amount has been recognized in these financial statements because the contributed services did not meet the requirements for recognition.

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NOTE 2: LIQUIDITY AND AVAILABILITY

The following represents the Home's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows at September 30:

	2023	2022
Financial assets at year-end:		
Cash and cash equivalents	$ 413,481	$ 251,522
Accounts receivable	206,698	56,859
Accounts receivable, other	-	179,464
Investments	4,548,648	4,538,696
Total financial assets	5,168,827	5,026,541
Less amounts not available to be used within one year:		
Restricted investments	4,257,153	4,044,208
Financial assets available to meet general expenditures over the next twelve months	$ 911,674	$ 982,333

It is the Home's goal to maintain financial assets to meet 6 months of operating expenses which approximated $1,073,000 and $977,000, respectively, at September 30, 2023 and 2022.

NOTE 3. CONCENTRATION OF CREDIT RISK

The Home maintains its cash balances at one local financial institution. At September 30, 2023 and 2022, there were no balances in excess of the Federal Deposit Insurance Corporation (FDIC) limit of $250,000. However, cash balances may exceed the insured limits at times throughout the year.

The Home received approximately 57% and 69% of its funding from Medicaid and the Division of Children, Youth and Families (DCYF) combined for the years ended September 30, 2023 and 2022, respectively. At September 30, 2023 and 2022, Medicaid and DCYF accounted for 99% and 82%, respectively, of the balance in accounts receivable.

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NOTE 4. INVESTMENTS

The following is a summary of investments:

	September 30, 2023		
Endowment Fund	Cost	Fair Value	Unrealized Gain (Loss)
Cash and cash equivalents	$ 217,188	$ 217,188	$ -
Investment portion:			
Equity	2,414,982	2,454,499	39,517
Alternatives	66,339	63,790	(2,549)
Fixed Income	1,696,730	1,557,238	(139,492)
Total investment portion	4,178,051	4,075,527	(102,524)
Total endowment fund	$ 4,395,239	$ 4,292,715	$ (102,524)

Other Funds	Cost	Fair Value	Unrealized Gain (Loss)
Cash and cash equivalents	$ 91,679	$ 91,679	$ -
Investment portion:			
Equity	278,060	270,929	(7,131)
Alternatives	7,631	7,338	(293)
Fixed Income	196,613	194,854	(1,759)
Total investment portion	482,304	473,121	(9,183)
Total other funds	$ 573,983	$ 564,800	$ (9,183)
Total			
Total cash and cash equivalents	$ 308,867	$ 308,867	$ -
Total investment portion	4,660,355	4,548,648	(111,707)
Total	$ 4,969,222	$ 4,857,515	$ (111,707)

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DOVER CHILDREN'S HOME, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

September 30, 2022

Endowment Fund	Cost	Fair Value	Unrealized Gain (Loss)
Cash and cash equivalents	$ 98,106	$ 98,106	$ -
Investment portion:			
Equity	2,800,470	2,664,690	(135,780)
Alternatives	49,092	49,986	894
Fixed	1,429,957	1,260,476	(169,481)
Total investment portion	4,279,519	3,975,152	(304,367)
Total endowment fund	$ 4,377,625	$ 4,073,258	$ (304,367)

Other Funds	Cost	Fair Value	Unrealized Gain (Loss)
Cash and cash equivalents	$ 7,767	$ 7,767	$ -
Investment portion:			
Equity	389,092	364,116	(24,976)
Alternatives	7,148	7,278	130
Fixed	230,361	192,150	(38,211)
Total investment portion	626,601	563,544	(63,057)
Total other funds	$ 634,368	$ 571,311	$ (63,057)

Total			
Total cash and cash equivalents	$ 105,873	$ 105,873	$ -
Total investment portion	4,906,120	4,538,696	(367,424)
Total	$ 5,011,993	$ 4,644,569	$ (367,424)

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NOTE 5. FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. US GAAP establishes a fair value hierarchy that prioritizes investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). Dover Children's Home's assets at fair value in three levels, based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

Level 1 - Unadjusted quoted market prices for identical assets or liabilities in active markets as of the measurement date.

Level 2 - Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar assets/liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the assets/liability; and,
- Inputs that are derived principally from or corroborated by other observable market data.

Level 3 - Unobservable inputs that cannot be corroborated by observable market data.

The following is a description of the valuation methodologies used for assets at fair value at September 30, 2023.

Equities: Valued at the closing price reported on the active market on which the equities are traded.

Fixed Income: Valued using pricing models maximizing the use of observable inputs for similar securities.

Real assets: Consist of real estate investment trust (REIT) stocks which are actively traded and are valued at the daily closing price as reported by the trust. These trusts are required to publish their daily net asset value (NAV) and to transact at that price. All REIT's held by the Home are open-end REIT's that are registered with the Securities and Exchange Commission.

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	2023			
	Level 1	Level 2	Level 3	Total
Equity	$ 2,725,427	$ -	$ -	$ 2,725,427
Alternatives	71,128	-	-	71,128
Fixed Income	526,639	1,225,454	-	1,752,093
Total investments	$ 3,323,194	$ 1,225,454	$ -	$ 4,548,648

	2022			
	Level 1	Level 2	Level 3	Total
Equity	$ 3,028,806	$ -	$ -	$3,028,806
Alternatives	57,264	-	-	57,264
Fixed Income	465,932	986,694	-	1,452,626
Total investments	$ 3,552,002	$ 986,694	$ -	$4,538,696

NOTE 6. QUALIFIED OPINION

Due to the inadequacy of accounting records for the years prior to the year ended May 31, 2008, extensive research was performed in an attempt to reach a conclusion related to the restrictions of the Home's net assets and authorization related to the release of net assets from restrictions, if any. The research proved to be inconclusive, which has resulted in qualified opinions for the periods ended during 2008 through 2023 as it relates to the Home's net assets, the restrictions thereon, and authorization related to the release of net assets from restrictions, if any. Due to the uncertainty regarding the balance of net assets with donor restrictions, the Board has elected to treat all earnings on net assets with donor restrictions as net assets with donor restrictions, unless a transfer is made for operational purposes at the discretion of the Board of Directors, at which time the amount is transferred to net assets without donor restriction.

NOTE 7. RETIREMENT PLAN

Beginning January 1, 2023, the Home began a SIMPLE IRA retirement plan for its employees. The Plan covers all employees who meet defined eligibility requirements. Employee salary deferral contributions to the Plan are made at predetermined rates elected by the employees. The Home matches employee contributions up to 3%. Employer contributions totaled $10,642 for the year ended September 30, 2023.

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NOTE 8. OTHER FUNDING

During the year ended September 30, 2022, the Home was awarded $331,655 under the terms of a reimbursement grant from the State of New Hampshire through the New Hampshire Department of Health and Human Services. The funds were for State approved updates to the Home's property. All funds had been expended during the year ended September 30, 2022. The Home had received $194,888 in reimbursements as of September 30, 2022. The remaining $136,767 of reimbursements requested are included in accounts receivable, other at September 30, 2022 and were received during the year ended September 30, 2023.

During the year ended September 30, 2023, the Home received a Workforce Development grant in the amount of $81,386 to recruit and retain residential treatment providers.

During the year ended September 30, 2023, the Home received $116,569 through the Governor's Office for Emergency Relief and Recovery (GOFERR). These funds were used for necessary repairs and improvements to the Home. The funds will be forgiven in October of 2024 as long as the Home continues to provide services to youth.

During the year ended September 30, 2023, the Home received notification of a rate increase from the State of New Hampshire through the New Hampshire Department of Health and Human Services for Medicaid and the Division for Children Youth & Families (DCYF) billing. This rate increase was retroactively applied to be effective 7/1/2023. During the year ended September 30, 2023, the Home recognized revenue and accounts receivable totaling $123,515 relating to the retroactively applied rate increase as the funds would be received subsequent to year end.

NOTE 9. LEGAL MATTERS

During the year ended September 30, 2023, the Home was named in a lawsuit between the Division for Children Youth & Families (DCYF) which is affiliated with the State of New Hampshire, and various individuals who had been housed at the Home between the years of 1987 and 2006. The litigation is surrounding the wrongful care of the individuals during their time at the Home. At September 30, 2023 the lawsuit was still ongoing, and therefore no loss, if any, could be estimated.

NOTE 10. IN-KIND CONTRIBUTIONS

The Home records the value of in-kind contributions according to accounting policies described in **Note 1**.

The fair value of gifts in kind included as contributions in the financial statements and the corresponding expenses for the year ended September 30, 2023 and 2022 are as follows:

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	2023	2022
Donated food	$ 24,058	$ 25,972
Donated gift cards	13,475	21,812
Donated electronics	75	880
Donated heating fuel	2,911	4,396
Total	$ 40,519	$ 53,060

NOTE 11. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through February 28, 2024, the date the financial statements were available to be issued.

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Dover Children's Home Board of Directors & Trustees Fiscal Year 2025

Position	Last Name	First Name
Chair	Lane	Ann
Vice Chair	Novak	Annie
Treasurer	Horne	Jim
Board Men	Tom	O'Dowd
Board Men	Murphy	Mike
Secretary	Stauffis	Jennifer
Board Men	Dempsey	Sean
Board Men	Zacharias	Sharon
Board Men	Smalley	Christina
Board Men	Wood	Sam
Board Men	D'Ascensac	Michael
Board Men	Mikolaities	Austin
Trustee	Ladebush	Branden
Trustee	Gill	John
Trustee	Charles	Griffiths
Trustee	Caitlyn	Turgeon
Trustee	Cichon	Don

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RENEE TOUHEY-CHILDRESS

EXECUTIVE DIRECTOR

CONTACT

[redacted]
[redacted]
[redacted]

EDUCATION

May 2006

Master of Social Work

Wheelock College, Boston, MA

May 2004

Bachelor of Social Work

Wheelock College, Boston, MA

April 2003

Spring Study Abroad Program

Psychology

Bond University, Gold Coast

CERTIFICATIONS

- LICSW, NH - 2085
- First Aid/CPR
- NASW Member
- ACRC Member
- Mandt Certification
- NH Approved Clinical Supervisor for Licensure Candidates

CAREER OBJECTIVE

Dedicated leader with extensive experience in shaping strategic initiatives, building strong community partnerships, and driving meaningful organizational growth. Passionate about creating equitable opportunities, enhancing behavioral health resources, and fostering collaborative solutions to achieve lasting positive impact.

EXPERIENCE

August 2015 - Present

Executive Director

Dover Children's Home, Dover, NH

- Marketing and fundraising to support contributions in excess of $700,000/year
- Development of residential treatment programming for youth
- Grew the budget from $1M to $2.6M
- Successfully achieved a three-year CARF Accreditation without recommendations
- Developed an organizational structure that supports positive, mission-driven workplace culture
- Expanded programming services to build capacity of care for youth in NH
- Invited to be appointed to NH's Juvenile Justice Reform Commission due to reputation of service in the field
- Provide exceptional clinical supervision, both for licensure candidates and all appropriate direct reports
- Serve as the prescribing clinician for treatment of all youth
- Advocate for legislation impacting the nonprofit sector and youth services
- Ensuring community partnerships are strong to maintain relationships with donors, as well as increase community connections/supports for all youth receiving services
- Promote a trauma-informed, restraint/seclusion-free, innovative and progressive treatment program that supports youth receiving services, families, and employees

March 2008 - August 2015

Clinical Supervisor, March 2008 – August 2012

Program Director, August 2012 – August 2015

MENTOR Network, Lawrence Children's Program, Lawrence, MA

- Program oversight and direction of 75 foster homes with 82 youth in care
- Oversaw a program staff of 17
- Further details regarding position will be provided upon request
- Provide at least one hour per week of formal clinical supervision to five Program Services Coordinators
- Locate appropriate trainings for Clinical Coordinators in order to encourage individual professional development
- Ensure a high quality of care is provided to the individuals served within the program
- Offer clinical support to Mentor foster parents on a consistent basis as indicated by level of ability and need

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TRAINING DEVELOPMENT

Redefining Workplace Culture in Social Work

How Relationships can Transform Your Agency's Culture and Outcomes for Youth

Succession Planning is Not a Four-Letter Word

Impactful Supervision in a Trauma-Rich Environment

SKILLS

- Program Monitoring
- Coaching and Counseling
- Budgeting & Financial Management
- Public Speaking
- Training and Development
- Media Relations
- Business Administration
- Team Leadership
- Program Leadership
- Project Management
- Third-Party Contracts
- Risk and Mitigation Analysis
- Regulatory Compliance
- Performance Feedback
- Leadership Development
- Articulate Communication
- Grant Writing & Monitoring
- Performance Optimization Strategies
- Operational Analysis
- Stakeholder Relations
- Operational Efficiency
- Strategic Planning
- Mission and Vision
- Industry Expertise – Youth, Children & Families
- Fundraising Campaigns
- Approachable and Outgoing
- Board Oversight & Governance
- Balanced Work Ethic
- Executive Leadership
- Capital Expenditure Planning
- Innovative and Visionary

- Conduct utilization reviews for both Individual and Mentor foster parent records to ensure compliance with DEEC, DCF and MENTOR regulations
- Provide strong customer service to Lead Agencies, DCF and all other contracted collaterals
- Assist the Program Manager in administrative functions on an as needed basis
- Complete CORI waivers in a timely manner in order to be in compliance with State regulations for Mentor foster parents, household members and frequent visitors
- Enforce necessary regulations in MENTOR foster homes to ensure Client safety
- Conduct internal investigations alongside DCF Special Investigators
- Complete all necessary documentation using proficient neutral writing skills

August 2012 - May 2014

Faculty Field Liaison

Wheelock College, Boston, MA

- Taught a Master of Social Work level Field Seminar Course that bridged the field placement experience with classroom learning
- Provided three site visits per school year to twelve students in a variety of Social Work settings
- Facilitated conversations between students and site Field Instructors regarding learning in the field and enhancing the experience for the student
- Responsible for classwork documentation and grading of students

May 2006 - March 2008

Clinical Therapist

Team Coordinating Agency, Phoenix East Behavioral Treatment Program, Haverhill, MA

- Provided a therapeutic environment for twelve adolescent males in a behavioral treatment residence model
- Completed psychosocial assessments on all Individuals in the program
- Developed clinical treatment plans incorporating a DSM IV Axis diagnosis
- Collaborated effectively with collaterals and members of the family system in the treatment of the individuals
- Provided individual and family therapy with adolescents and families with significant trauma, substance abuse, and/or criminal histories
- Completed billing forms and all necessary documentation in accordance with licensing requirements
- Knowledge and utilization of the CANS assessment tool

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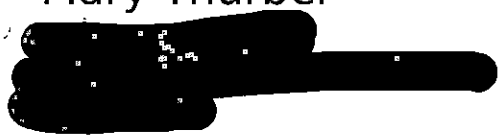
Mary Thurber



To be a member of a dynamic organization where I can contribute my professional talent and skills while adding value to the business. To obtain a position where my organizational, communication and problem solving skills can benefit the organization through executive support and allow for career advancement and mutual growth.

Work Experience

Accounts Payable Clerk

OI Infusion Services LLC
August 2020 to Present

Daily input of invoices for infusion medications for 20+ medical providers
Propose invoices that are due for approval from providers
Weekly and month end deposit reconciliations for 20+ clinics
Monthly inventory of on hand and administered medications
Monthly site summary of cost of goods, net income, infusions and inventory
Monthly review of unearned discounts taken and owed for infusion drugs
Weekly leadership meetings to identify issues, to do lists and quarterly projections
Quarterly review of cost of medications for vendor pricing

Office Manager

Little Bay Broadcast Services - Dover, NH
August 2012 to Present

Bookkeeping using QuickBooks including all Accounts Receivable and Accounts Payable as well as generating, editing and emailing invoices
Interface with existing and prospective customers including taking accurate and detailed messages as needed
Process weekly payroll for employees and responsible for maintaining employee files, vacation/time off tracking
Reconciliation of multiple credit cards and bank accounts. Proofread contracts sent to potential clients
Handle overall office administration including faxing, filing, copying, inventory and supplies

Contractor - IT Help Desk Agent at Liberty Mutual

Pro Unlimited - Dover, NH
October 2019 to August 2020

Providing technical assistance and support to employees for issues related to over 2,000 applications
Performed general maintenance tasks, troubleshot and repaired computer systems and peripheral equipment; documents and applied standard solutions.

Cosmetologist / Nail Technician

Wentworth By The Sea Hotel & Spa - New Castle, NH
2003 to 2017

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Perform manicures and pedicures for hotel and local guests
Build and maintain a client base in this commission based position
Offer strong customer service to all guests

Legal Assistant / Real Estate Paralegal / Prosecution Paralegal

Alton Law Offices - Alton, NH
August 2007 to August 2012

Bookkeeping using QuickBooks including all Accounts Payable and Accounts Receivable as well as generating, editing and mailing monthly invoices
Handle overall office administration including faxing, filing, copying, general correspondence
Interface with existing and prospective clients including listening to clients and directing them to attorneys as needed; taking accurate and detailed messages as needed
Scheduling appointments and maintaining court calendars for multiple attorneys
Transcribing dictation of Motions, client letters, Purchase and Sales Agreements and Settlement Proposals
Producing Settlement Statements and all necessary closing documents for clients and their lenders with respect to real estate purchases and refinances
Coordinate closing details with lenders, buyers and sellers
Draft letters and motions to Court
Maintain Employee absentee calendar
Prepare and send Discovery materials

Office Manager

Salmon Falls Stoneware - Dover, NH
1997 to 2007

Managing payroll for 50+ employees
Maintain data for all incoming orders
Oversee monthly inventory as well as daily and weekly production
Produce invoices, and handle Accounts Receivable and Accounts Payable
Create spreadsheets and calculate commission statements
Handle overall office administration including faxing, filing, copying, general correspondence
Provide outstanding customer service to clients both in house and external inquiries

Workers Compensation Rater / Customer Account Assistant

Liberty Mutual Insurance Company - Portsmouth, NH
1991 to 1996

Approved rates and premiums for business applications
Determined policies needed following state regulations
Analyzed documents and forms for accurate completion

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Education

High school diploma

Skills

- Excellent customer service skills; Microsoft Word, Microsoft Excel, QuickBooks, E-closing, Timeslips; Paychex; Internet knowledge; Energetic personality; team player

  AREAS OF EFFECTIVENESS:

  Cross-Functional skills to support team members
  Proven ability to manage, organize and prioritize multiple tasks within required deadlines
  Demonstrated customer service and sales abilities
  High attention to detail
  Ability to work independently and take direction
  Responsible for Company Business Finance reporting
  Maintain cost effective finance reports
  Provides analysis of business financial results to management
  Conducts and assists in daily business tasks
  Managing confidential information with discretion
  Ability to keep to a regimented schedule
  Willing and able to accept responsibility
- Accounts Payable
- Workers' Compensation
- Transcription
- Bookkeeping
- Nail Care
- Accounts Receivable
- Payroll
- Proofreading
- General Ledger Reconciliation
- Human Resources

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(52)

Sarah Ann Gordon

EDUCATION:

University of New England, Master of Social Work: Online
Enrolled Fall, 2019 – Anticipated graduation date: May, 2022

University of Southern Maine, Master of Social Work: Portland, Maine
Completed 36 credits - GPA: 3.8

St. Joseph's College of Maine, Bachelor of Arts: Standish, Maine
Graduation Date: May 2011- GPA: 3.51
Major: Sociology with a concentration in Social Work- Advisor: Dr. Dale Brooker
2nd Major: Psychology – Advisor: Dr. Nina Eduljee

WORK EXPERIENCE:

Saint Joseph's College of Maine- *Violence Prevention Coordinator*
Standish, Maine 2019-Present

- Provided oversight of Office of Violence against Women Campus Grant.
- Developed new College policy under Title IX regulations and Clery Act requirements for conduct related to power-based personal violence.

University of Southern Maine- Campus Safety Project, *Program Coordinator:*
Gorham, Maine 2018- 2019

- Provided holistic education for students, staff, and faculty throughout three college campuses.
- Facilitated a coordinated community response team to provide collaborated efforts.
- Developed and implemented comprehensive, customizable education and awareness-raising programs aimed at preventing gender-based violence and improving community response.

Though These Doors- Young Adult Abuse Prevention Program, *Coordinator of YAAPP:*
Portland, Maine 2015- 2018

- Trained new team members in effective group facilitation techniques and best practices in addition to supervising their work at schools throughout the county.
- Created engaging prevention education curriculum and guided school administration in response initiatives driven by Title IX requirements.
- Participated in the Juvenile Restorative Council Committee in Maine.

Though These Doors- Young Adult Abuse Prevention Program, *Youth Advocate:*
Portland, Maine 2012-2014

- Provided direct service advocacy for student survivors of relationship violence, sexual violence, stalking, and sex trafficking through emotional support, safety planning, and accompaniment to legal and/or school-based proceedings.
- Facilitated educational and support groups at Long Creek Youth Development Center, Opportunity Alliance- Young Parent Program, Preble Street Teen Center, and local high schools.
- Developed the curriculum and training for Coaching Female Athletes; For Sports. For Life.

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Sarah Gordon

Through These Doors- Young Adult Abuse Prevention Program, *Educator:*
Portland, Maine 2011- 2012

- Educated and facilitated dialogue among young adults and parents including topics on affirmative consent, healthy masculinity, sexual and relationship violence, and healthy sexuality.
- Recruited and engaged youth in community and school based activism.

Through These Doors- *Student Intern:*
Portland, Maine 2010- 2011

- Worked with the Young Adult Abuse Prevention Program to build programs for secondary education prevention.
- Provided support services through the 24-hour hotline.

Resident Advisor: Standish, Maine. 2008- 2011

- Assisted students in self-governance, programming, and housing procedures.
- Trained in listening skills, risks of alcohol, and team dynamics.

Substitute Teacher: Hallowell, Maine. 2007-2010

- Fingerprinted by the State of Maine

FIELD TRAININGS:

- Childhood Exploitation and Trafficking Training, *Girls Education & Mentoring Program*
- My Life, My Choice Curriculum and Facilitation Training, *My Life My Choice*
- LCYDC Volunteer/Mentor Training, *Long Creek Youth Development Center*
- Project Connect Advocate's Training, *Futures Without Violence*
- Maine/ New Hampshire Victim Assistance Academy, *Muskie School of Public Service*
- Increasing Safety from Domestic Violence and Addiction, *MCEDV*
- Address Confidentiality Program, *State of Maine*
- Advocacy Reponses to High Risk Domestic Violence and Stalking, *MCEDV*
- Coaching Boys Into Men Train the Trainer, *Futures without Violence*
- Cultural Diversity Training, Department of Health and Human Services
- Safe Zone Training, University of Southern Maine
- Green Zone Training, University of Southern Maine
- Maine Correctional Center – Volunteer Training, *Maine Correctional Center 2015*
- Advanced Victim Assistance Academy, Muskie School of Public Services 2013
- Addressing Violence Within/Against LGBTQ Communities Through Advocacy, Support, and Collaboration, *Muskie School of Public Service*
- Not for Sale: Responding to Sexual Exploitation Advanced Victim Assistance Academy, *Muskie School of Public Service*

INTERNATIONAL INVOLVEMENT:

Partners in Development- Guatemala: 2010-2011
Built essential resources by providing education, building housing, and creating clean water sources.

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Sarah Ann Gordon

AWARDS:

- Maine Women Emerging Leaders
- St. Joseph's College of Maine, Dean's List (2008, 2009, 2010, 2011)
- Delta Epsilon Sigma Membership
- Psi-Chi Membership- Psychology National Honors Society
- McCauley Leadership Award

PERSONAL SKILLS:

- Computer Skills: Microsoft Office, SPSS (Statistical Package for Social Sciences)
- First Aid Trained

  Recognized by: American Red Cross

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Tara Paladino

[redacted]

Education

UNIVERSITY OF NEW HAMPSHIRE – DURHAM, NH

Bachelor of Arts: Psychology/Human Development & Family Studies (Concentration in Family Support) **MAY 2018**
Minor: Women's Studies **GPA: 3.89**

- Completed Certified Family Life Educator (CFLE) curriculum
- College of Liberal Arts Student Ambassador
- Student Admissions Representative
- Program Coordinator, UNH VOX

Master of Social Work **MAY 2021**
GPA: 4.0

- Member, Phi Alpha Honor Society
- Participant, UNH Primary Care Behavioral Health (PCBH) Grant Program

Related Experience

LAUNCH MANCHESTER – AMOSKEAG HEALTH CENTER – MANCHESTER, NH **SEPTEMBER 2020-PRESENT**

MSW INTERN (09/20-05/21) / EARLY CHILDHOOD SPECIALIST (05/21-09/21) / FAMILY AND COMMUNITY ENGAGEMENT SUPERVISOR (9/21-PRESENT)

- Facilitate and attend meetings with family and child serving agencies, childcare providers, funders, and other related partners
- Coordinate training opportunities for Amoskeag Health staff, partner networks, Manchester School District staff, and other related partners as needed
- Oversee early childhood case management programming for patients aged 0-8 years and their families, with an emphasis on SDOH, financial empowerment, concrete needs, and improving overall family functioning
- Provide program management and supervision for Ready Set LAUNCH, a one-time, universal home visiting program
- Plan and manage community wide wellness events
- Provide supervision to direct care staff and student interns
- Engage in statewide grantee meetings and participate in grant application process
- Support the strategic initiatives of LAUNCH Manchester, the city's young child coalition

UNIVERSITY OF NEW HAMPSHIRE - DURHAM, NH **SEPTEMBER 2021-DECEMBER 2021**

ADJUNCT INSTRUCTOR

- Taught HDFS 782: Family Internship for the Fall 2021 semester to cover faculty sabbatical
- Provided supervision and support for 10 Bachelor's level interns in social service across the seacoast
- Established and maintained relationships with site supervisors to ensure quality supervision and adherence to program expectations
- Developed lesson plans and facilitated biweekly class meetings covering topics in professionalism, ethics, career exploration, and more as needed
- Provided feedback and assisted in the professional development of interns through class discussions and assignments

DOVER CHILDREN'S HOME – DOVER, NH **SEPTEMBER 2017-OCTOBER 2021**

INTERN (09/17-05/18) / OVERNIGHT COUNSELOR (05/18-07/18) / CASE MANAGER (07/18-04/19) / SUPERVISOR (04/19-3/20) / RELIEF STAFF (3/20-10/21)

- Collaborated with case managers, Clinical Director, and Program Director to provide therapeutic, trauma-informed treatment to 10-12 residents, ages 14-20, in an intermediate level group home
- Utilized strengths-based approach to address behavioral, emotional, and cognitive issues that arise with residents
- Assessed treatment progress and goals on a consistent basis to best support residents and their individual needs
- Maintained resident charts and files to track progress and input Medicaid reimbursable language
- Formed meaningful relationships with residents to provide stable, normative adult contact
- Worked with the state's Juvenile Justice System as well as DCYF to coordinate care for residents with input from individualized treatment teams
- Possessed familiarity with state rules and regulations around out of home placement, child welfare, and juvenile probation.

UNITED WAY OF THE GREATER SEACOAST – PORTSMOUTH, NH **FEBRUARY 2020- MAY 2020**

MSW INTERN

- Worked with team to plan and coordinate local events
- Coalition work focused on program evaluation and a strong relationship between communities and social services
- Problem solved to best meet needs of United Way's identified communities/populations
- Participated in United Way's Venture Fund process/possess knowledge of funding sources and grant process

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MANCHESTER FAMILY JUSTICE CENTER – MANCHESTER, NH **SEPTEMBER 2019- JANUARY 2020**

MSW INTERN

- Worked alongside agency staff to conduct long and short-term case management
- Conducted outreach on behalf of clients as well as support clients in self-advocacy
- Engaged with partner agencies to strengthen partnerships and connect clients with area resources
- Conducted client intakes and offer support in disclosures and reporting
- Utilizeed EmpowerDB program to document case notes, action plans, and maintain files
- Provided trauma-informed, strengths-based support and utilize empowerment model
- Possessed knowledge of domestic violence and the cycle of power and control

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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: Dover Children's Home

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Renee Touhey-Childress	Executive Director	$96,423.15	$117,648.00
Mary Thurber	Director of Business & Finance	$53,881.50	$74,304.00
Tara Paladino	Director of Programs	$75,927.00	$85,379.82
Sarah Gordon	Director of Treatment Services	$78,050.00	$88,236.00
		$0.00	$0.00
		$0.00	$0.00

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NRC

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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 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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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**	

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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.

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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.

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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 Dover Children's Home ("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:

   $ 6,133,763

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	• 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)*

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 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

23. 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 - Pilot House	
Residential for eligible youth per day until 6/30/2023	$182.66
Program - Children's Home	
Residential for eligible youth per day until 6/30/2023	$424.00

Program - Pilot House	
Residential for eligible youth per day effective 7/1/2023	$390.01
Program - Children's Home	
Residential for eligible youth per day effective 7/1/2023	$586.49

5.1.2. 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 5.5., to read:

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $5,794,572.00

5.5.2. SFY 22: $1,317,048.00

5.5.3. SFY 23: $1,317,048.00

5.5.4. SFY 24: $1,580,238.00

5.5.5. SFY 25: $1,580,238.00

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

11/27/2023
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61664F3...
Name: Katja S. Fox
Title: Director

Dover Children's home

11/27/2023
Date

DocuSigned by:
Renee Touhey
4C8F95AF633647D...
Name: Renee Touhey
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/28/2023

Date

DocuSigned by:
Robyn Guarino
74873484941460

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. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	$49,669,840.18	$47,654,587.00	$47,654,587.00	$145,278,814.18

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 through 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-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

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

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID
LEVEL OF CARE	Level 1

	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ASI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

1. Robert Rodier, Administrator for DCYF
2. Richard Serette, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Goddradsen, Business Administator, Finance

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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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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	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	75
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. Anns Home, Inc.	St. Ann's	85
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Bunton, Administrator, DCYF

4 Tanja Godfredson, Business Administrator, Finance

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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 3		
	Proposer Name	Option/Program	TOTAL SCORE
1	Devereux Foundation	Devereux Level 3 Intensive	74
2	Easter Seals	FJ Boys - Intensive	95
3	Easter Seals	Lancaster - Intensive	93
4	Easter Seals	Zachary - Intensive	90
5	Easter Seals	FJ Kivi - Intensive	86
6	Home for Little Wanderers	Wesley	73
7	Manter Hill (NavioRenovative)	Mentor	69
8	Mount Prospect Academy, Inc.	Option A Adv Women	87
9	Mount Prospect Academy, Inc.	Option A Hall Farm/Pike	84
10	Mount Prospect Academy, Inc.	Option A PSG Rumney	84
11	Mount Prospect Academy, Inc.	Option A Burning Pines	84
12	Mount Prospect Academy, Inc.	Option C Carol Hampton	85
13	Mount Prospect Academy, Inc.	Option C Carol Pike	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campsite	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	SFP	95
17	Spaulding Academy & Family Services	MBP	95
18	Spaulding Academy & Family Services	UBP	95
19	St. Anns Home, Inc.	Option A	87
20	St. Anns Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	83
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lambert, Program Specialist IV, CSH
2 Pamela Powell, Program Specialist IV, CSH
3 Kathleen Talbot, Program Specialist IV, CSH
4 Jessica Hardinger, Administrator, DCYF
5 Kyra Leonard, Administrator, Provider
6 Rebecca Lemire, Financial Planning Analyst

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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	System/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B COAT	93
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	88
5	St. Anns Home, Inc.	Option B COAT	81
6	St. Anns Home, Inc.	Option C ICSAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICSAT	83
9	Youth Opportunities Upheld Inc.	Option C ICOAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICSAT	88

Reviewers Name and Title

1 Darryl Tanney, Program Specialist IV, CBH

2 Adela Bauman, Administrator, CBH

3 Erica Ungarelli, Director for CBH

4 Rebecca Frederte, Administrator, DOC

5 Tarin Godfredsen, Business Administrator, Finance

6 Elizabeth Lafontaine, Administrator, Finance

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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 Dover Children's Home		1.4 Contractor Address 207 Locust Street, Dover, NH 03820	
1.5 Contractor Phone Number (603) 742-4289 Ext:12	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $4,290,335.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Renee Touhey-Chidress 4C8F05AF833547D... Date: 6/22/2021		1.12 Name and Title of Contractor Signatory Renee Touhey-Chidress, Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox E0B0058C... Date: 6/22/2021		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: DocuSigned by: Taklumina Raklumatova D7449... On: 6/24/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

DS RT

Contractor Initials

Date 6/22/2021

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference:

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

1.11. Staffing, Training and Development

1.11.1. Talent Strategy

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

1.11.2. Staffing Ratios

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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 positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. **Staff Training and Development**

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family teams to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition.

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth:

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety;

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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1.19.4.5. Coordination of education services, and/or

1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:

1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.

1.19.5.2. The age and developmental level of the population.

1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.

1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:

1.20.2.1. Safety

1.20.2.2. Trustworthiness and Transparency

1.20.2.3. Peer Support

1.20.2.4. Collaboration and Mutuality

1.20.2.5. Empowerment, Voice and Choice

1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds

Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)	PILOT House Independent Living	Dover, NH	4	N/A
Level of Care 2, Intermediate Treatment	Dover Children's Home – Level 2	Dover, NH	12	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Reserved

2.5. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)

2.5.1. The Contractor shall provide residential treatment services Level of Care 1, Supportive Community Level of Treatment (1B), Independent Living, supervised living in a community based out of home treatment setting designed for individuals who manifest mild behavioral and emotional challenges and who are capable of engaging in community-based activities to:

2.5.2. The goal of this setting is to provide the maximum amount of community integration and Independent Living to an individual with minimal supports The Contractor shall provide services to the youths or young adults at this level of care for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but not limited to:

2.5.2.1. Minimal supports in the community
2.5.2.2. Case Management
2.5.2.3. Supervision
2.5.2.4. Vocational Training
2.5.2.5. Medication Monitoring, as clinically indicated
2.5.2.6. Crisis Intervention

2.5.3. Staffing

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential

Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.5.3.2.1. Awake Hours 1:6 resident to staff ratio.

2.5.3.2.2. Awake Overnight: 1:12 for youth 16 or older: for 18 and older, the Contractor may either have an asleep or awake overnight, which may be supplemented with technology from another unit on property.

2.5.3.2.3. Clinical: 1:10 when clinical services are delivered onsite.

2.5.3.2.4. Family Worker: 1:8, who will collaborate with Care Management Entity.

2.5.3.2.5. Medical Care: Nursing-available for consultation. If Qualified Residential Treatment Program (QRTP) Clinical and Nursing shall be available 24/7, based on client needs.

2.5.4. Supported Visits

2.5.4.1. Supported visitation are not required of this program level.

2.5.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.

2.5.4.3. The Contractor may provide family visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.5.5. Educational Services

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor shall connected 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 connect the individual to higher education for those who have graduated high school or

supporting individuals pursing higher education or independent living with but not limited to:

2.5.5.3.1. Transitional Services.
2.5.5.3.2. Vocational Services.
2.5.5.3.3. Formal Education.
2.5.5.3.4. Training Programs.
2.5.5.3.5. Independent Living Skills.

2.5.6. Transportation

2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.5.6.1.1. Court Hearings.
2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.5.6.1.4. Recreation (clubs, sports, work).

2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.5.6.2.3. Purchasing public transportation passes.
2.5.6.2.4. Paying for cab fare.
2.5.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.5.6.3. The Contractor shall encourage the individual to utilize parent/caregiver and/or public transit when available in order to meet the transportation expectations in 2.4.6.1.

2.5.6.4. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.5.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.5.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.5.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.5.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.6. 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, onside 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

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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

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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.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing 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.

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2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).

2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.6.6.1.4. Recreation (clubs, sports, work).

2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

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

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more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Reserved

2.8. Reserved

2.9. Reserved

2.10. Reserved

2.11. Reserved

2.12. Reserved

3. **Specific Residential Treatment Program Requirements**

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. **Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)**

3.3.1. **Pilot House Independent Living**

3.3.1.1. 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 1:6	Not Allocated
Direct Care 2nd shift	Milieu 1:6	Not Allocated
Direct Care Overnight	Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight	1:4 Shared with L2

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Clinical Ratio	1:10	1:4 as necessary shared with L2 Program
Family Worker	1:8	1:4 Shared with L2
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not Allocated
Case Manager	Not required	Not Allocated
Board certified behavioral analyst (BCBA)	Not required	Not Allocated
Nursing Staff	If QRTP Clinical and Nursing 24/7 available, based on client needs	Not Allocated
Psychiatrist	Not required	Subcontractor
Psychologist	Not required	Not Allocated
Medical Doctor, APRN	Not required	Not Allocated
Pilot House Coordinator	Not required	1 (FT)
Pilot House Case Manager	Not required	1 (PT)
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.3.1.2. The Contractor shall at a minimum meet licensing requirements, which may be share with the Level 2 program. The Contractor shall provide on-site staffing for individuals ages 18+ Mondays through Fridays, from 10AM to 10PM. The Contractor shall assure 24/7 supervision for individuals aged 16-17, as approved by the Department which also may be shared with the Level 2 program.

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Dover Children's Home

3.4.1.1. 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 1:4	1:3
Direct Care 2nd shift	Milieu 1:4	1:3
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
Family Therapist	Not required	Not allocated
Transportation	Not Required	1:3 (all staff, Not allocated)
Case Manager	See Family Worker	Not allocated
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	1:12 Subcontracted
Psychiatrist	Not required	1:12 Subcontracted
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Clinical Director	Not required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. Weekend staffing is as needed for Level 2, Intermediate Treatment

3.5. Reserved

3.6. Reserved

3.7. Reserved

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3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
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)

DS
KT

Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers.
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score #-at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

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

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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:

Table B

Category	Key performance metrics
Referral	• % 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	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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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 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.

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 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

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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.

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.

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

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the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 $339,191 shall be provided to the Contractor, for the expenses incurred to launch services based on the start-up budgets specified in Ex C-1 and C-2 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 documention for authorized expenses, subsequent to approval of the submitted invoice.

4.3. The final invoice and supporting documention 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 - Pilot House	
Residential for eligible youth per day	$182.66
Program - Children's Home	
Residential for eligible youth per day	$424.00

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5.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

5.2. 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.

5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

5.4. 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.

5.4.1. 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

5.4.2. 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.

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $3,951,144.00

5.5.2. SFY 22: $1,317,048.00

5.5.3. SFY 23: $1,317,048.00

5.5.4. SFY 24: $1,317,048.00

6. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative

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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 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.

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Exhibit C-1 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs	
Basic Information	
Agency Name	*Dover Children's Home*
	Level 1

Start-up costs		
Line Item	**Amount requested**	**Notes** *(if needed)*
Personnel costs	$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	$ 45,000.00	
Lease		
Maintence and utilities		
Other facility costs	45,000.00	Renovations
Program materials and supplies	$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	$ 1,350.00	
Program license or other fees		
Program training (initial)	1,350.00	RENEW and TBRI
Other EBP or program model costs		
Systems costs related to program	$ 424.00	
Technology for data collection, reporting		
Other systems	424.00	Relias Learning System and Payroll & Personnel Platform
Consulting and sub-contracting	$ -	
Consulting		
Sub-contracting		
Equipment	$ 46,050.00	
Vehicles	27,000.00	
Furniture	15,000.00	
Technology Equipment	4,050.00	Staff computers and program computer
Other Equipment		
Telecommunication	$ 800.00	
Phones/Walkie Talkies	800.00	
Internet Service		
Other Telecommunication		
Client Provisions	$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	$ -	
Total start-up costs	$ 93,624.00	

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Exhibit C-2 Budget for Start-up Costs

Start-up costs anticipated for residential treatment programs	
Basic Information	
Agency Name	*Dover Children's Home*
	Level 2

Start-up costs		
Line Item	Amount requested	Notes *(if needed)*
Personnel costs	$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	$ 177,399.00	
Lease		
Maintence and utilities		
Other facility costs	177,399.00	Renovations/Addition
Program materials and supplies	$ 3,500.00	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies	3,500.00	Locked medication cabinet
Staff transportation,	$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	$ 7,350.00	
Program license or other fees		
Program training (initial)	7,350.00	RENEW and TBRI
Other EBP or program model costs		
Systems costs related to program	$ 3,818.00	
Technology for data collection, reporting		
Other systems	3,818.00	Relias Learning System and Payroll & Personnel Platform
Consulting and sub-contracting	$ -	
Consulting		
Sub-contracting		
Equipment	$ 51,100.00	
Vehicles		
Furniture	45,000.00	
Technology Equipment	6,100.00	Staff computers and program computer, printers
Other Equipment		
Telecommunication	$ 2,400.00	
Phones/Walkie Talkies	2,400.00	
Internet Service		
Other Telecommunication		
Client Provisions	$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	$ -	
Total start-up costs	$ 245,567.00	

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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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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:

DocuSigned by:
Renee Touhey-Childress
1E6F954F0900479...

6/18/2021
Date

Name: Renee Touhey-Childress
Title: Executive Director

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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:
Renee Touhey-Chidress
Name: Renee Touhey-Chidress
Title: Executive Director

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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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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:

6/18/2021
Date

DocuSigned by:
Renee Touhey-Childress
Name: Renee Touhey-Childress
Title: Executive Director

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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.

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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:

DocuSigned by:
Renee Touhey-Childress

6/18/2021
Date

Name: Renee Touhey-Childress
Title: Executive Director

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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:
Renee Touhey-Childress
Name: Renee Touhey-Childress
Title: Executive Director

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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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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	Dover Children's Home
The State by:	Name of the Contractor
Katja Fox	Renee Touhey-Chidress
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Renee Touhey-Chidress
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/22/2021	6/18/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Renee Touney-Childress

6/18/2021
Date

Name: Renee Touney-Childress
Title: Executive Director

DS
RT
Contractor Initials

6/18/2021
Date

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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: 136215167

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DocuSign Envelope ID: B743458F-D093-497A-8949-1404B1615CDA

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

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), as amended on August 7, 2024 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $50,010,526

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 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 4.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

4.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

4.1.2. A copy of the most recent independent financial audit;

4.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

4.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

4.1.5. Additional clarifying information may be required upon request.

4.1.6.

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

4.1.7. 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, publicly posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

4.1.7. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.1.8. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 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: $50,010,526.00

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

4.5.6. SFY 26: $7,028,814.00

4.5.7. SFY 27: $7,028,814.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61634F3...
Name: Katja S. Fox
Title: Director

Easter Seals New Hampshire, Inc.

5/9/2025
Date

DocuSigned by:
Cathy Kuhn
D9D35FD97CD42A...
Name: Cathy Kuhn
Title: COO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2025
Date

DocuSigned by:
Robyn Guarino
74873464494146B...
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

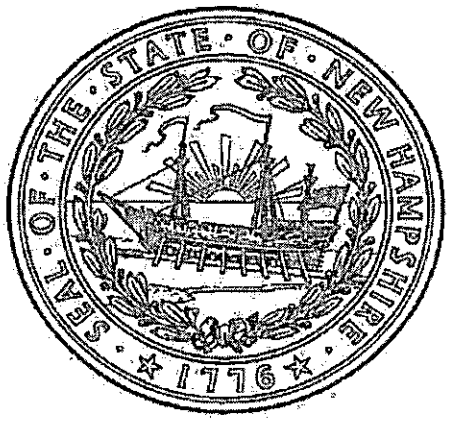
Department of State

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.

David M. Scanlan

Secretary of State

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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; Jeffrey Zwillenberg, Chief Administrative Officer; Pamela Hawkes, Chief Development Officer; Michele Talwani, SVP Marketing & Communications or 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: April 21, 2025

Cynthia Ross
Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Jaeger, CIC
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
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:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	PHPK2592749021	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	PHPK2592747021	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $10K	X	X	PHUB878203021	09/01/2024	09/01/2025	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	EDP			PHPK2592749021	09/01/2024	09/01/2025	$1,619,050 Special Form Incl Theft $500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names:Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT,
Inc.,*. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that (See Attached Descriptions)

CERTIFICATE HOLDER

Department of Health & Human Services, State of NH
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

requires such status, and only with regard to the above referenced on behalf of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non- Contributory" wording.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2024

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	CONTACT NAME: Rich Camelio
Brown & Brown Insurance Services, Inc. 980 Washington St., Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): / FAX (A/C, No): E-MAIL ADDRESS: Rich.Camelio@bbrown.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: The North River Insurance Company / 21105
INSURED Easter Seals New Hampshire,Inc 555 Auburn Street Manchester NH 03103	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25-26 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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			406-741440-6	1/1/2025	1/1/2026	X PER STATUTE ☐ 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)

Department of Health & Human Services is included as additional insured where required by written contract.

CERTIFICATE HOLDER

Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Owen Callaghan/RASTAP

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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.

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Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and Other Financial Information

For the Years Ended August 31, 2023 and 2022
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2023 and 2022

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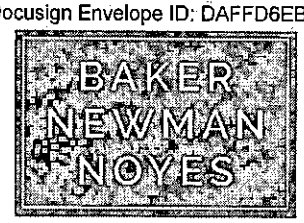

Baker Newman & Noyes LLC
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INDEPENDENT AUDITORS' REPORT

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, 2023 and 2022, 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, 2023 and 2022, and the results of their operations, changes in their net assets 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.

Emphasis of Matter

As discussed in Notes 2 and 7 to the financial statements, in 2023, Easter Seals NH has changed their method of accounting for leases, effective September 1, 2022, due to the adoption of Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to this matter.

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.

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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.

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 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.

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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 22, 2023 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 22, 2023

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2023 and 2022

	2023	2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 8,218,081	$14,837,761
Restricted cash	99,784	79,819
Short-term investments, at fair value	10,230,068	10,055,639
Accounts receivable from related entity	1,818,919	394,316
Program and other accounts receivable	14,392,502	9,748,641
Contributions receivable, net	128,919	172,253
Prepaid expenses and other current assets	1,404,684	907,909
Total current assets	36,292,957	36,196,338
Assets limited as to use	1,972,288	1,837,445
Investments, at fair value	13,661,880	13,419,355
Investment in related entity	1,742	1,742
Other assets	327,763	349,154
Intangible assets	736,658	–
Operating lease right-of-use assets	2,651,831	–
Fixed assets, net	28,576,337	27,216,243
	$84,221,456	$79,020,277
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	$ 5,126,679	$ 2,538,018
Accrued expenses	6,434,951	6,450,559
Deferred revenue	2,537,974	4,598,645
Current portion of operating lease liabilities	905,606	–
Current portion of interest rate swap agreement	15,663	579,174
Current portion of long-term debt	1,021,877	1,016,962
Total current liabilities	16,042,750	15,183,358
Other liabilities	2,212,980	2,130,322
Interest rate swap agreement, less current portion	516,017	416,010
Operating lease liabilities, less current portion	1,772,949	–
Long-term debt, less current portion, net	16,843,611	17,861,006
Total liabilities	37,388,307	35,590,696
Net assets:		
Without donor restrictions	40,782,371	37,450,866
With donor restrictions	6,050,778	5,978,715
Total net assets	46,833,149	43,429,581
	$84,221,456	$79,020,277

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenue:			
Public support:			
Contributions, net	$ 573,410	$ 353,464	$ 926,874
Special events, net of related direct costs of $748,203	893,434	23,650	917,084
Annual campaigns, net of related direct costs of $34,023	371,067	250	371,317
Bequests	141,913	–	141,913
Net assets released from restrictions	367,288	(367,288)	–
Total public support	2,347,112	10,076	2,357,188
Revenue:			
Fees and tuition	72,514,361	–	72,514,361
Grants	33,639,114	–	33,639,114
Gain on extinguishment of debt	750,000	–	750,000
Dividend and interest income	1,481,819	17,420	1,499,239
Rental income	28,892	–	28,892
Other	134,805	–	134,805
Total revenue	108,548,991	17,420	108,566,411
Total public support and revenue	110,896,103	27,496	110,923,599
Operating expenses:			
Program services:			
Public health education	18,834	–	18,834
Professional education	147,597	–	147,597
Direct services	94,561,105	–	94,561,105
Total program services	94,727,536	–	94,727,536
Supporting services:			
Management and general	10,706,017	–	10,706,017
Fundraising	2,367,000	–	2,367,000
Total supporting services	13,073,017	–	13,073,017
Total functional expenses	107,800,553	–	107,800,553
Support of National programs	166,882	–	166,882
Total operating expenses	107,967,435	–	107,967,435
Increase in net assets from operations	2,928,668	27,496	2,956,164

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	$ 463,504	$ –	$ 463,504
Net unrealized and realized (losses) gains on investments, net	(71,744)	48,920	(22,824)
Decrease in fair value of beneficial interest in trust held by others	–	(4,353)	(4,353)
Gain on sales and disposals of fixed assets	11,077	–	11,077
	402,837	44,567	447,404
Total increase in net assets	3,331,505	72,063	3,403,568
Net assets at beginning of year	37,450,866	5,978,715	43,429,581
Net assets at end of year	$ 40,782,371	$ 6,050,778	$ 46,833,149

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
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	449,927	(449,927)	–
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	394,652	–	394,652
Total revenue	104,055,798	12,543	104,068,341
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	85,247,641	–	85,247,641
Total program services	85,434,905	–	85,434,905
Supporting services:			
Management and general	9,493,211	–	9,493,211
Fundraising	2,154,599	–	2,154,599
Total supporting services	11,647,810	–	11,647,810
Total functional expenses	97,082,715	–	97,082,715
Support of National programs	130,276	–	130,276
Total operating expenses	97,212,991	–	97,212,991
Increase in net assets from operations	10,185,927	31,655	10,217,582

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
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	(1,941,095)	–	(1,941,095)
	(3,761,525)	(171,457)	(3,932,982)
Increase (decrease) in net assets	6,424,402	(139,802)	6,284,600
Net assets at beginning of year	31,026,464	6,118,517	37,144,981
Net assets at end of year	$ 37,450,866	$ 5,978,715	$ 43,429,581

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2023

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2023	2022
Salaries and related expenses	$ 3,942	$ –	$71,521,335	$71,525,277	$ 6,918,354	$1,313,590	$ 8,231,944	$ 79,757,221	$73,144,865
Professional fees	9,855	114,704	9,673,062	9,797,621	2,558,882	291,742	2,850,624	12,648,245	10,765,751
Supplies	456	2,130	2,055,872	2,058,458	138,373	32,625	170,998	2,229,456	1,867,791
Telephone	2	–	547,120	547,122	212,927	3,625	216,552	763,674	732,503
Postage and shipping	156	–	39,423	39,579	17,880	6,964	24,844	64,423	61,483
Occupancy	–	–	3,058,697	3,058,697	392,693	46,875	439,568	3,498,265	2,885,219
Outside printing, artwork and media	405	1,124	7,668	9,197	3,688	38,081	41,769	50,966	47,700
Travel	3	–	1,742,011	1,742,014	12,662	4,024	16,686	1,758,700	1,555,082
Conventions and meetings	3,992	28,977	225,364	258,333	26,566	12,034	38,600	296,933	165,074
Specific assistance to individuals	–	–	1,553,980	1,553,980	315	–	315	1,554,295	1,786,853
Dues and subscriptions	–	–	33,088	33,088	13,850	2,581	16,431	49,519	29,335
Minor equipment purchases and equipment rentals	–	645	153,728	154,373	84,726	41,751	126,477	280,850	251,672
Ads, fees and miscellaneous	23	–	611,695	611,718	33,525	561,991	595,516	1,207,234	1,005,398
Interest	–	–	652,777	652,777	138,061	–	138,061	790,838	780,153
Depreciation and amortization	–	17	1,710,285	1,710,302	153,515	11,117	164,632	1,874,934	2,003,836
Grant expense	–	–	975,000	975,000	–	–	–	975,000	–
	$18,834	$147,597	$94,561,105	$94,727,536	$10,706,017	$2,367,000	$13,073,017	$ 107,800,553	$97,082,715
	0.02%	0.14%	87.72%	87.88%	9.93%	2.19%	12.12%	100.00%	100.00%

See accompanying notes.

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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	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2022
Salaries and related expenses	$ 5,780	$ –	$65,741,230	$65,747,010	$6,336,634	$1,061,221	$ 7,397,855	$73,144,865
Professional fees	2,613	127,466	8,234,642	8,364,721	2,066,017	335,013	2,401,030	10,765,751
Supplies	928	5,500	1,777,921	1,784,349	50,158	33,284	83,442	1,867,791
Telephone	8	–	529,613	529,621	200,186	2,696	202,882	732,503
Postage and shipping	–	229	35,031	35,260	15,776	10,447	26,223	61,483
Occupancy	–	–	2,472,697	2,472,697	354,406	58,116	412,522	2,885,219
Outside printing, artwork and media	1,303	–	8,519	9,822	309	37,569	37,878	47,700
Travel	–	–	1,540,938	1,540,938	13,280	864	14,144	1,555,082
Conventions and meetings	6	27,802	98,989	126,797	15,852	22,425	38,277	165,074
Specific assistance to individuals	–	–	1,786,297	1,786,297	556	–	556	1,786,853
Dues and subscriptions	–	–	17,296	17,296	11,084	955	12,039	29,335
Minor equipment purchases and equipment rentals	7,926	–	136,235	144,161	74,508	33,003	107,511	251,672
Ads, fees and miscellaneous	7,703	–	413,578	421,281	31,740	552,377	584,117	1,005,398
Interest	–	–	642,590	642,590	137,563	–	137,563	780,153
Depreciation and amortization	–	–	1,812,065	1,812,065	185,142	6,629	191,771	2,003,836
	$26,267	$160,997	$85,247,641	$85,434,905	$9,493,211	$2,154,599	$11,647,810	$97,082,715
	0.03%	0.16%	87.81%	88.00%	9.78%	2.22%	12.00%	100.00%

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Increase in net assets	$ 3,403,568	$ 6,284,600
Adjustments to reconcile increase in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	1,874,934	2,003,836
Noncash lease expense	26,724	–
Bond issuance costs amortization	6,110	6,110
Decrease (increase) in fair value of beneficial interest in trust held by others	4,353	(11,278)
Net (gain) loss on sales, disposals and impairment of fixed assets	(11,077)	1,941,095
Change in fair value of interest rate swap	(463,504)	(1,243,067)
Gain on extinguishment of debt	(750,000)	(9,250,000)
Net unrealized and realized losses on investments, net	22,824	3,246,232
Donor restricted contributions	(353,464)	(368,967)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(4,643,861)	(1,155,303)
Accounts receivable from related entity	(1,424,603)	(394,316)
Contributions receivable	43,334	52,612
Prepaid expenses and other current assets	(496,775)	(274,207)
Other assets	17,038	41,001
Accounts payable and accrued expenses	1,499,196	(392,927)
Deferred revenue	(1,310,671)	2,736,062
Other liabilities	82,658	(552,490)
Net cash (used) provided by operating activities	(2,473,216)	2,668,993
Cash flows from investing activities:		
Purchases of fixed assets	(2,902,728)	(1,453,563)
Proceeds from sale of fixed assets	15,976	366,008
Change in investments, net	(439,778)	(150,624)
Change in assets limited as to use	(134,843)	520,494
Investment in related entity	–	(1,742)
Net cash used by investing activities	(3,461,373)	(719,427)
Cash flows from financing activities:		
Repayment of long-term debt	(1,018,590)	(1,872,427)
Donor restricted contributions	353,464	368,967
Net cash used by financing activities	(665,126)	(1,503,460)

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2023 and 2022

	2023	2022
(Decrease) increase in cash, cash equivalents and restricted cash	$ (6,599,715)	$ 446,106
Cash, cash equivalents and restricted cash, beginning of year	14,917,580	14,471,474
Cash, cash equivalents and restricted cash, end of year	$ 8,317,865	$14,917,580
Supplemental disclosure of cash flow information:		
Interest paid	$ 791,000	$ 742,000
Operating cash flows for operating leases	$ 1,265,742	$ –
Supplemental disclosure of noncash activities:		
Fixed asset purchases included in accounts payable at end of year	$ 511,017	$ 173,818
Intangible asset purchases included in accounts payable at end of year	$ 736,658	$ –
Operating lease right-of-use assets obtained in exchange for operating lease liabilities	$ 3,853,603	$ –

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2023 and 2022

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 was 100% owned by Easter Seals New Hampshire, Inc. In April 2023, Easter Seals NH transferred a 21% interest in Champlin Place, Inc. to Housing Affordability Partnership, LLC. 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 15. Easter Seals New Hampshire, Inc. is the sole member of each subsidiary, aside from Champlin Place, Inc. for which they have a 79% interest. 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 and Noncontrolling Interests

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member and the less-than-wholly-owned subsidiary of which they maintain a controlling interest as described in notes 1 and 15. As Champlin Place, Inc. has only a 0.01% owned interest in the project described in note 15, which has not yet commenced planned principal operations, there are no revenue and expenses attributed to the entity to date. Accordingly, there is no investment in the less-than-wholly-owned subsidiary to present separately in the accompanying consolidated statements of financial position, and no increase (decrease) in net assets attributed to the controlling and noncontrolling interests to present separately in the accompanying consolidated statements of activities and changes in net assets. 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.

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2. Summary of Significant Accounting Policies (Continued)

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 $10,229,900 and $10,055,500 as of August 31, 2023 and 2022, 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.

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:

	2023	2022
Cash and cash equivalents	$8,218,081	$14,837,761
Restricted cash	99,784	79,819
	$8,317,865	$14,917,580

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.

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2. Summary of Significant Accounting Policies (Continued)

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.

Internal-Use Software Costs

The Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies as well as costs incurred post implementation operational stage, such as maintenance and training. Capitalization of internal-use software costs occurs only after the preliminary-project stage is complete, management authorizes the project and it is probable that the project will be completed and the software will be used for the function intended. There were $736,658 of internal-use software costs capitalized during the year ended August 31, 2023. These amounts are recorded in intangible assets in the accompanying 2023 consolidated statement of financial position. There were no internal-use software costs capitalized for the year ended August 31, 2022. The capitalized costs will be amortized on a straight-line basis over the estimated useful life of the software, generally up to 5 years, once placed in service. There was no amortization expense recognized in 2023.

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.

No long-lived assets were deemed impaired in 2023. Certain long-lived assets were deemed impaired in 2022. See note 8.

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 2023 and 2022 was $6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

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2. Summary of Significant Accounting Policies (Continued)

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.

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.

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2. Summary of Significant Accounting Policies (Continued)

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, 2023, 2022, and 2021, estimated implicit price concessions of $871,700, $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 $9,020,000 and $8,099,000 for the years ended August 31, 2023, and 2022, respectively.

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2. Summary of Significant Accounting Policies (Continued)

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842), which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2022. See note 7.

At inception of a contract, Easter Seals NH determines whether that contract is or contains a lease. Easter Seals NH determines whether a contract contains a lease by assessing whether there is an identified asset and whether the contract conveys the right to control the use of the identified asset for a period of time in exchange for consideration. The organization has control of the asset if it has the right to direct the use of the asset and obtains substantially all of the economic benefits from the use of the asset throughout the period of use. This determination is reassessed if the terms of the contract are changed.

Easter Seals NH leases residential and office space (real estate) under non-cancellable operating leases. The carrying value of the organization's right-of-use lease assets is substantially concentrated in its real estate leases. As a practical expedient, Easter Seals NH does not recognize a lease asset or lease liability for leases with a lease term of 12 months or less. In the determination of the lease term, the organization considers the existence of extension or termination options and the probability of those options being exercised.

Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Right-of-use assets represent Easter Seals NH's right to use an underlying asset during the lease term and lease liabilities represent the organization's obligation to make lease payments arising from the lease. Right-of-use assets and liabilities are recognized at the commencement date, based on the net present value of fixed lease payments over the lease term. Lease terms include options to extend or terminate the lease when it is reasonably certain that the options will be exercised.

At the lease commencement date, the discount rate implicit in the lease is used to discount the lease liability if readily determinable. If not readily determinable or leases do not contain an implicit rate, Easter Seals NH has made a policy election to use a risk-free rate as the discount rate for all classes of underlying assets.

In addition to rent, the leases may require Easter Seals NH to pay additional amounts for taxes, insurance, maintenance and other expenses, which are generally referred to as nonlease components. For all asset classes, the organization has elected the lessee practical expedient to combine lease and nonlease components and account for the combined unit as a single lease component. Variable nonlease components are treated as variable lease payments and recognized in the period in which the obligation for these payments was incurred.

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.

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2. Summary of Significant Accounting Policies (Continued)

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.

As of August 31, 2023, and 2022, Easter Seals NH had recognized a liability of $531,680 and $995,184, 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 $463,504 and $1,243,067 for the years ended August 31, 2023 and 2022, respectively, in the accompanying consolidated statements of activities and changes in net assets.

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2. Summary of Significant Accounting Policies (Continued)

Increase 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 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 and net realized and unrealized gains and losses on investments.

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 22, 2023, 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.

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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, 2023 and 2022 are as follows:

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
2023			
Other initiatives	$1,483,715	$75,412	$1,559,127
Operations	3,835,088	–	3,835,088
Total endowment net assets	$5,318,803	$75,412	$5,394,215
2022			
Other initiatives	$1,462,085	$26,757	$1,488,842
Operations	3,838,633	–	3,838,633
Total endowment net assets	$5,300,718	$26,757	$5,327,475

Changes in Endowment Net Assets

During the years ended August 31, 2023 and 2022, Easter Seals NH had the following endowment-related activities:

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	(226,171)
Net endowment assets, August 31, 2022	5,327,475
Investment return:	
Investment income, net of fees	13,098
Net appreciation (realized and unrealized), net	14,857
Contributions	59,485
Appropriated for expenditure	(20,700)
Net endowment assets, August 31, 2023	$5,394,215

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3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	2023	2022
Satisfaction of donor restrictions	$346,588	$223,756
Release of appropriated endowment funds	20,700	226,171
	$367,288	$449,927

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2023 and 2022 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total Non-Endowment Net Assets
2023			
Other initiatives	$ –	$492,554	$ 492,554
Operations	40,782,371	164,009	40,946,380
Total non-endowment net assets	$40,782,371	$656,563	$41,438,934
2022			
Other initiatives	$ 134,429	$466,798	$ 601,227
Operations	37,316,437	184,442	37,500,879
Total non-endowment net assets	$37,450,866	$651,240	$38,102,106

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, 2023 or 2022.

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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:

	2023	2022
Purpose restriction:		
Other initiatives	$ 492,554	$ 466,798
Operations	33,500	47,200
	526,054	513,998
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,323,069	5,307,363
Investments, gains and income from which is donor restricted	75,411	26,757
Beneficial interest in perpetual trust	126,244	130,597
	5,524,724	5,464,717
Total net assets with donor restrictions	$6,050,778	$5,978,715

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.

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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, 2023), comprise the following:

Cash and cash equivalents	$ 8,218,081
Short-term investments, at fair value	10,230,068
Program and other accounts receivable	14,392,502
Accounts receivable from related entity	1,818,919
Contributions receivable, net	128,919
	34,788,489
Investments, at fair value	13,661,880
	48,450,369
Less: net assets with donor restrictions	(5,924,534)
	$42,525,835

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, 2023, and 2022, approximately $9,300,000 and $10,200,000, respectively, of cash and cash equivalents, and approximately $10,230,000 and $10,056,000, 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, 2023 and 2022 are $155,248 and $197,962, respectively, net of an allowance for doubtful accounts of $22,329 and $17,329, 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, 2023:

2024	$151,248
2025	2,000
2026	1,000
2027	1,000
	$155,248

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6. Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	Fees and Tuition	Grants	Total
2023			
Residential and educational services	$38,501,744	$ 678,607	$ 39,180,351
Community based services	6,884,950	19,231,261	26,116,211
Farnum Center	5,777,281	4,536,689	10,313,970
Family support services	7,460,477	523,748	7,984,225
Senior services	3,362,892	2,529,714	5,892,606
Transportation services	3,733,018	23,193	3,756,211
Outpatient and early support services	1,010,235	2,321,479	3,331,714
Children development services	1,475,783	683,060	2,158,843
Workforce development	2,913,738	27,118	2,940,856
Other programs	1,394,243	3,084,245	4,478,488
	$72,514,361	$33,639,114	$ 106,153,475
2022			
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	786,996	1,734,848	2,521,844
	$61,914,620	$31,630,150	$ 93,544,770

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 2023 and 2022 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2023 and 2022 from major payor sources is as follows:

	2023	2022
Private payors (includes coinsurance and deductibles)	$1,325,768	$ 1,633,018
Medicaid	4,132,636	4,279,742
Medicare	5,359	14,237
Self-pay	313,518	24,668
	$5,777,281	$ 5,951,665

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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. In 2023 and 2022, Easter Seals NH received approximately $4,850,000 and $1,846,000, respectively, of which approximately $1,600,000 and $900,000, 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. Operating Leases

ASC 842 became effective for Easter Seals NH on September 1, 2022 and was adopted using the modified retrospective method for all leases that had commenced as of the effective date, along with certain available practical expedients. The organization elected to adopt the package of practical expedients permitted under the transition guidance within the new standard. The practical expedient package applied to leases that commenced prior to the effective date of the new standard and permits a reporting entity not to: i) reassess whether any expired or existing contracts are or contain leases, ii) reassess the historical lease classification for any expired or existing leases, and iii) reassess initial direct costs for any existing leases. The reporting results for fiscal year 2023 reflect the application of ASC 842 guidance while the historical results for fiscal year 2022 were prepared under the guidance of ASC 840. The adoption of the new standard did not have a significant impact on Easter Seals NH's consolidated statements of activities and changes in net assets and cash flows. The adoption of the new standard resulted in the recording of right-of-use assets and corresponding lease liabilities pertaining to the organization's operating leases on the 2023 consolidated statement of financial position. As of the date of adoption, right-of-use assets and operating lease liabilities totaling approximately $2,807,000 were established in the consolidated statement of financial position.

Right-of use assets and lease liabilities are reported in the statement of financial position as follows at August 31, 2023:

Assets:	
Operating lease right-of-use assets	$2,651,831
Liabilities:	
Current portion of operating lease liabilities	$ 905,606
Operating lease liabilities, net of current portion	1,772,949
Total lease liabilities	$2,678,555

The components of lease cost and rent expense for the year ended August 31, 2023 are as follows:

Operating lease costs	$1,292,446
Variable lease costs	96,808
Total lease costs	$1,389,254

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7. Operating Leases (Continued)

Lease term and discount rate are as follows at August 31, 2023:

Weighted-average remaining lease term in years	3.87
Weighted-average discount rate	3.38%

As of August 31, 2023, maturities of operating lease liabilities for each of the following five years and a total thereafter were as follows:

2024	$ 978,007
2025	635,797
2026	513,045
2027	458,164
2028	154,381
Thereafter	115,380
Total future minimum lease payments	2,854,774
Less amounts representing interest	176,219
Total lease liabilities	$2,678,555

Total minimum future lease payments (operating leases) of approximately $67,000 for leases that have not commenced as of August 31, 2023 are not included in the consolidated financial statements, as the organization does not yet control the underlying assets. The leases commence in 2024.

As of August 31, 2022, future minimum operating lease payments prepared under the previous guidance of ASC 840 were as follows:

2023	$1,077,760
2024	579,592
2025	381,288
2026	276,403
2027	231,914
Thereafter	28,269
Total	$2,575,226

Rent expense under these leases amounted to approximately $1,200,000 for the year ended August 31, 2022.

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8. Fixed Assets

Fixed assets consist of the following at August 31:

	2023	2022
Buildings	$ 32,967,092	$ 32,931,032
Land and land improvements	3,996,635	3,930,144
Leasehold improvements	85,238	77,686
Office equipment and furniture	7,171,383	9,901,651
Vehicles	2,920,866	2,461,097
Construction in progress	1,408,954	439,135
	48,550,168	49,740,745
Less accumulated depreciation and amortization	(19,973,831)	(22,524,502)
	$ 28,576,337	$ 27,216,243

Depreciation and amortization expense related to fixed assets totaled $1,874,934 and $2,003,836 in 2023 and 2022, respectively.

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. During the year ended August 31, 2023, $1,075,521 of this grant was utilized. No amounts of this grant were utilized during the year ended 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:

	2023	2022
Cash and cash equivalents	$ 780,619	$ 252,648
Marketable equity securities	1,715,335	1,744,099
Mutual funds	22,325,650	22,406,691
Corporate and foreign bonds	346,373	287,951
Government and agency securities	696,259	621,050
	25,864,236	25,312,439
Less: assets limited as to use	(1,972,288)	(1,837,445)
Total investments, at fair value	$23,891,948	$23,474,994

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9. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use totaling $1,972,288 and $1,837,445 at August 31, 2023 and 2022, 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 $895,000 and $645,000 for the years ended August 31, 2023 and 2022, respectively.

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 $88,000 and $101,210 to this plan during the years ended August 31, 2023 and 2022, respectively. The assets and liabilities associated with this plan were $1,972,288 and $1,837,445 at August 31, 2023 and 2022, 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:

	2023	2022
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a Daily Simple Secured Overnight Financing Rate (SOFR)-based variable rate equal to the sum of (a) 65.01% times (b) Daily Simple SOFR plus 0.10% plus 2.45% (5.10% at August 31, 2023), due in annual principal payments increasing from $51,667 to $88,333, with an initial mandatory tender date 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. The bonds are amortizing to December 2034 since management, through an available option, has the intent and ability to extend any amounts due at the initial mandatory tender date.	$ 9,451,664	$10,061,668

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11. Borrowings (Continued)

	2023	2022
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from $18,010 to $33,360 with an initial mandatory tender date 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. The bonds are amortizing to December 2046 since management, through an available option, has the intent and ability to extend any amounts due at the initial mandatory tender date.	$ 5,416,617	$ 5,655,563
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 $104,895 at August 31, 2023.	94,393	174,119
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 $3,406,856 at August 31, 2023.	1,913,553	1,995,428
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 $795,155 at August 31, 2023.	527,964	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 $518,082 at August 31, 2023.	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 $795,155 at August 31, 2023.	63,245	67,762
	17,959,884	18,978,474
Less current portion	(1,021,877)	(1,016,962)
Less net unamortized bond issuance costs	(94,396)	(100,506)
	$16,843,611	$17,861,006

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2024	$ 1,021,877
2025	1,032,973
2026	1,050,367
2027	1,139,574
2028	1,136,339
Thereafter	12,578,754
	$17,959,884

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11. Borrowings (Continued)

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 $94,393 and eight notes payable totaling $174,119 at August 31, 2023 and 2022, respectively, which originated under this agreement. Availability under this agreement at August 31, 2023 and 2022 is $405,607 and $325,881, respectively.

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 Bloomberg Short Term Bank Yield Index (BSBY) rate plus 2.25% (7.62% at August 31, 2023). In 2023, the maturity date was extended to June 30, 2024. 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, 2023 and 2022.

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.

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11. Borrowings (Continued)

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. 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%, and is otherwise deferred until the project is sold or refinanced, or upon expiration or default of the regulatory agreement. The Organization must comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, to defer repayment of principal and interest. The note is secured by the property. A payment of $3,522 was made in 2023 and no payments were made in 2022.

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 2023 and 2022.

Notes Payable

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 provided 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. 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 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.

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11. Borrowings (Continued)

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. Effective 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 67% to LIBOR times 65.01%. Effective April 3, 2023, an amendment to this agreement was executed to change to interest rate charge from 3.62 % to 3.57% and the floating rate from LIBOR times 65.01% to Daily SOFR times 65.01%. In connection with these amendments, the organization applied certain optional expedients in relation to contract modifications provided by FASB ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting* to simplify the accounting analyses for contract modifications. The swap agreement had an outstanding notional amount of $9,451,664 and $10,061,668 at August 31, 2023 and 2022, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement is a liability that totaled $531,680 and $995,184 at August 31, 2023 and 2022, respectively, $15,663 and $579,174 of which was current at August 31, 2023 and 2022, respectively. During the years ended August 31, 2023 and 2022, net payments required by the agreement totaled $76,398 and $338,761, 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, 2023, 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 $166,882 and $130,276 for the years ended August 31, 2023 and 2022, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

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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.

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, 2023 and 2022.

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.

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14. Fair Value of Financial Instruments (Continued)

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.

At August 31, 2023 and 2022, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	Level 1	Level 2	Level 3	Total
2023				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 780,619	$ –	$ –	$ 780,619
Marketable equity securities:				
Large-cap	1,349,552	–	–	1,349,552
International	365,783	–	–	365,783
Mutual funds, open-ended:				
Short-term fixed income	10,656,322	–	–	10,656,322
Intermediate-term bond fund	3,819,947	–	–	3,819,947
High yield bond fund	36,917	–	–	36,917
Foreign bond	18,076	–	–	18,076
Government securities	7,514	–	–	7,514
Emerging markets bond	760,207	–	–	760,207
International equities	1,082,865	–	–	1,082,865
Domestic, large-cap	2,475,781	–	–	2,475,781
Domestic, small-cap	402,404	–	–	402,404
Domestic, multi alt	320,781	–	–	320,781
Real estate fund	100,553	–	–	100,553
Mutual funds, closed-ended:				
Domestic, large-cap	2,049,962	–	–	2,049,962
Domestic, mid-cap	363,413	–	–	363,413
Domestic, small-cap	161,248	–	–	161,248
Commodity	50,245	–	–	50,245
Emerging markets	5,763	–	–	5,763
International equity	13,652	–	–	13,652
Corporate and foreign bonds	–	346,373	–	346,373
Government and agency securities	–	696,259	–	696,259
	$24,821,604	$1,042,632	$ –	$25,864,236

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14. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
Beneficial interest in trust held by others:				
Money market funds	$ 341	$ –	$ –	$ 341
Marketable equity securities:				
Large-cap	97,009	–	–	97,009
Mutual funds:				
Domestic, fixed income	–	28,893	–	28,893
	$ 97,350	$ 28,893	$ –	$ 126,243
Liabilities:				
Interest rate swap agreement	$ –	$ –	$531,680	$ 531,680
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
	$24,403,438	$ 909,001	$ –	$25,312,439

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14. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
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
	$ 97,946	$ 32,651	$ –	$ 130,597
Liabilities:				
Interest rate swap agreement	$ –	$ –	$995,184	$ 995,184

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, 2023 and 2022:

	Interest Rate Swap
Ending balance, August 31, 2021	$ (2,238,251)
Change in fair value	1,243,067
Ending balance, August 31, 2022	(995,184)
Change in fair value	463,504
Ending balance, August 31, 2023	$ (531,680)

15. 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 Project is currently nearing completion and is expected to be operational in January 2024. 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 through April 2023 and 79% owned thereafter [see note 1])	0.01%
Limited Partner, Housing New England Fund IV (an unrelated party)	99.99%

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15. Champlin Place Limited Partnership (Continued)

Capital Contributions

In 2022, Easter Seals NH, as the then 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 2023 consolidated statement of financial position. Champlin Place, Inc. is obligated to make additional capital contributions in the amount of $150,478, which amounts are expected to be funded in January 2024.

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.

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 recognized 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.

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15. Champlin Place Limited Partnership (Continued)

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, 2023, $8,000 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. At August 31, 2023, Easter Seals NH was owed $1,818,919 and $394,316, respectively, by the Partnership, which amount is recorded within accounts receivable from related entity in the accompanying consolidated statements of financial position. The entire amount due at August 31, 2023 was paid subsequent to year end.

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. The administration fee is payable solely if cash flow is available and otherwise the unpaid portion is accrued and payable on a cumulative basis in the first year in which there are sufficient cash flows. No amounts were paid under this agreement in 2023.

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.

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15. Champlin Place Limited Partnership (Continued)

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.

16. Commitments and Contingencies

Construction Commitments

Easter Seals NH has a committed construction contract totaling approximately $684,000 at August 31, 2023. A member of the Board of Directors is an executive at the construction company. In September 2023, Easter Seals entered into a committed construction contract totaling approximately $9,093,000 with an unrelated construction company. There were no committed construction contracts at August 31, 2022.

Contingencies

On September 18, 2020, the *Crime Victims' Rights Enhancement Act of 2020* (Act) was signed into law by the governor of New Hampshire, effectively removing the statute of limitations for filing specified claims in New Hampshire. Over the past year, Easter Seals NH has experienced an increase in notices of potential claims against it which fall under the provisions of the Act. Management of Easter Seals NH has identified insurance policies that they believe will cover any exposure and is working with legal counsel to appropriately respond to claims as they arise. No amounts have been provided in these consolidated financial statements relative to this matter.

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OTHER FINANCIAL INFORMATION

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2023

ASSETS

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
Current assets:						
Cash and cash equivalents	$ 8,198,636	$ 500	$ 18,945	$ –	$ –	$ 8,218,081
Restricted cash	99,784	–	–	–	–	99,784
Short-term investments, at fair value	10,230,068	–	–	–	–	10,230,068
Accounts receivable from affiliates	–	8,602,727	791,071	–	(9,393,798)	–
Accounts receivable from related entity	1,818,919	–	–	–	–	1,818,919
Program and other accounts receivable	12,259,802	1,247,014	885,686	–	–	14,392,502
Contributions receivable, net	127,893	1,013	13	–	–	128,919
Prepaid expenses and other current assets	1,374,153	7,355	23,176	–	–	1,404,684
Total current assets	34,109,255	9,858,609	1,718,891	–	(9,393,798)	36,292,957
Assets limited as to use	1,967,140	5,148	–	–	–	1,972,288
Investments, at fair value	12,898,371	763,509	–	–	–	13,661,880
Investment in related entity	1,742	–	–	–	–	1,742
Other assets	327,763	–	–	–	–	327,763
Intangible assets	736,658	–	–	–	–	736,658
Operating lease right-of-use assets	1,554,452	515,540	581,839	–	–	2,651,831
Fixed assets, net	23,185,728	5,313,522	77,087	–	–	28,576,337
	$74,781,109	$16,456,328	$2,377,817	$ –	$(9,393,798)	$84,221,456

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LIABILITIES AND NET ASSETS

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
Current liabilities:						
Accounts payable	$ 5,126,679	$ –	$ –	$ –	$ –	$ 5,126,679
Accrued expenses	6,339,691	94,448	812	–	–	6,434,951
Accounts payable to affiliates	9,393,798	–	–	–	(9,393,798)	–
Deferred revenue	2,536,453	–	1,521	–	–	2,537,974
Current portion of operating lease liabilities	556,577	113,485	235,544	–	–	905,606
Current portion of interest rate swap agreement	15,663	–	–	–	–	15,663
Current portion of long-term debt	903,137	118,740	–	–	–	1,021,877
Total current liabilities	24,871,998	326,673	237,877	–	(9,393,798)	16,042,750
Other liabilities	2,207,832	5,148	–	–	–	2,212,980
Interest rate swap agreement, less current portion	516,017	–	–	–	–	516,017
Operating lease liabilities, less current portion	1,012,438	408,330	352,181	–	–	1,772,949
Long-term debt, less current portion, net	12,912,760	3,930,851	–	–	–	16,843,611
Total liabilities	41,521,045	4,671,002	590,058	–	(9,393,798)	37,388,307
Net assets:						
Without donor restrictions	27,803,279	11,194,460	1,784,632	–	–	40,782,371
With donor restrictions	5,456,785	590,866	3,127	–	–	6,050,778
Total net assets	33,260,064	11,785,326	1,787,759	–	–	46,833,149
	$74,781,109	$16,456,328	$2,377,817	$ –	$ (9,393,798)	$84,221,456

* Includes Champlin Place, Inc.

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2022

ASSETS

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
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	892,299	2,070	13,540	–	–	907,909
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	18,914,210	8,214,080	87,953	–	–	27,216,243
	$68,199,184	$19,145,326	$1,436,661	$ –	$(9,760,894)	$79,020,277

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LIABILITIES AND NET ASSETS

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
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	901,994	114,968	–	–	–	1,016,962
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	11,817,107	6,043,899	–	–	–	17,861,006
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	5,324,709	600,762	53,244	–	–	5,978,715
Total net assets	29,621,252	12,387,057	1,421,272	–	–	43,429,581
	$68,199,184	$19,145,326	$1,436,661	$ –	$(9,760,894)	$79,020,277

* Includes Champlin Place, Inc.

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2023

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
Public support and revenue:						
Public support:						
Contributions, net	$ 845,518	$ 36,048	$ 45,308	$ –	$ –	$ 926,874
Special events, net	852,246	32,403	32,435	–	–	917,084
Annual campaigns, net	303,914	63,177	4,226	–	–	371,317
Bequests	141,913	–	–	–	–	141,913
Total public support	2,143,591	131,628	81,969	–	–	2,357,188
Revenue:						
Fees and tuition	59,290,826	5,813,319	7,460,477	–	(50,261)	72,514,361
Grants	28,567,311	4,537,713	534,090	–	–	33,639,114
Gain on extinguishment of debt	750,000	–	–	–	–	750,000
Dividend and interest income	1,464,806	34,433	–	–	–	1,499,239
Rental income	28,892	–	–	–	–	28,892
Intercompany revenue	1,856,432	–	–	–	(1,856,432)	–
Other	134,801	4	–	–	–	134,805
Total revenue	92,093,068	10,385,469	7,994,567	–	(1,906,693)	108,566,411
Total public support and revenue	94,236,659	10,517,097	8,076,536	–	(1,906,693)	110,923,599
Operating expenses:						
Program services:						
Public health education	18,834	–	–	–	–	18,834
Professional education	147,597	–	–	–	–	147,597
Direct services	77,804,329	9,985,452	6,821,585	–	(50,261)	94,561,105
Total program services	77,970,760	9,985,452	6,821,585	–	(50,261)	94,727,536

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	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
Supporting services:						
Management and general	$10,704,871	$ 1,096,826	$ 760,752	$ –	$ (1,856,432)	$ 10,706,017
Fundraising	2,213,847	25,441	127,712	–	–	2,367,000
Total supporting services	12,918,718	1,122,267	888,464	–	(1,856,432)	13,073,017
Total functional expenses	90,889,478	11,107,719	7,710,049	–	(1,906,693)	107,800,553
Support of National programs	166,882	–	–	–	–	166,882
Total operating expenses	91,056,360	11,107,719	7,710,049	–	(1,906,693)	107,967,435
Increase (decrease) in net assets from operations	3,180,299	(590,622)	366,487	–	–	2,956,164
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	463,504	–	–	–	–	463,504
Net unrealized and realized gains on investments, net	(11,715)	(11,109)	–	–	–	(22,824)
Decrease in fair value of beneficial interest in trust held by others	(4,353)	–	–	–	–	(4,353)
Loss on sales and disposals of fixed assets	11,077	–	–	–	–	11,077
	458,513	(11,109)	–	–	–	447,404
Total increase (decrease) in net assets	3,638,812	(601,731)	366,487	–	–	3,403,568
Net assets (deficit) at beginning of year	29,621,252	12,387,057	1,421,272	–	–	43,429,581
Net assets (deficit) at end of year	$33,260,064	$11,785,326	$1,787,759	$ –	$ –	$ 46,833,149

* Includes Champlin Place, Inc.

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2022

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
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	4,160	–	–	–	–	4,160
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	391,445	390	2,817	–	–	394,652
Total revenue	85,531,279	12,755,931	7,422,445	282,522	(1,923,836)	104,068,341
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	67,751,508	10,563,928	6,752,825	264,512	(85,132)	85,247,641
Total program services	67,938,772	10,563,928	6,752,825	264,512	(85,132)	85,434,905

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
Supporting services:						
Management and general	$ 9,484,776	$ 1,105,551	$ 710,875	$ 30,713	$ (1,838,704)	$ 9,493,211
Fundraising	2,053,912	24,250	51,860	24,577	–	2,154,599
Total supporting services	11,538,688	1,129,801	762,735	55,290	(1,838,704)	11,647,810
Total functional expenses	79,477,460	11,693,729	7,515,560	319,802	(1,923,836)	97,082,715
Support of National programs	130,276	–	–	–	–	130,276
Total operating expenses	79,607,736	11,693,729	7,515,560	319,802	(1,923,836)	97,212,991
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	(55,771)	(1,881,569)	(2,604)	(1,151)	–	(1,941,095)
	(1,883,072)	(2,045,120)	(2,604)	(2,186)	–	(3,932,982)
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	(3,934,851)	–	(2,861)	3,937,712	–	–
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	26,302,965	13,251,874	1,487,283	(3,897,141)	–	37,144,981
Net assets at end of year	$29,621,252	$12,387,057	$1,421,272	$ –	$ –	$ 43,429,581

* Includes Champlin Place, Inc.

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2023

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
Salaries and related expenses	$66,392,788	$ 7,358,091	$6,006,342	$ –	$ –	$ 79,757,221
Professional fees	11,560,471	2,113,838	830,368	–	(1,856,432)	12,648,245
Supplies	1,736,449	450,352	42,655	–	–	2,229,456
Telephone	607,196	79,626	76,852	–	–	763,674
Postage and shipping	39,002	889	24,532	–	–	64,423
Occupancy	2,727,997	453,018	317,250	–	–	3,498,265
Outside printing, artwork and media	37,877	–	13,089	–	–	50,966
Travel	1,562,364	17,453	193,104	–	(14,221)	1,758,700
Conventions and meetings	174,310	114,459	8,164	–	–	296,933
Specific assistance to individuals	1,533,890	8,451	47,994	–	(36,040)	1,554,295
Dues and subscriptions	48,344	856	319	–	–	49,519
Minor equipment purchases and equipment rentals	242,674	24,460	13,716	–	–	280,850
Ads, fees and miscellaneous	1,033,220	71,759	102,255	–	–	1,207,234
Interest	644,467	146,371	–	–	–	790,838
Depreciation and amortization	1,573,429	268,096	33,409	–	–	1,874,934
Grant expense	975,000	–	–	–	–	975,000
	$90,889,478	$11,107,719	$7,710,049	$ –	$(1,906,693)	$ 107,800,553

* Includes Champlin Place, Inc.

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2022

	New Hampshire*	Farnum Center	Vermont	Maine	Eliminations	Total
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	1,472,626	496,804	33,558	848	–	2,003,836
	$79,477,460	$11,693,729	$7,515,560	$319,802	$(1,923,836)	$97,082,715

* Includes Champlin Place, Inc.

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easterseals NH·VT

2024 Board of Directors

Chairman
Bryan Bouchard

Past Chairman
Andrew MacWilliam

Vice Chairman
Thomas Sullivan

Treasurer
Paul Voegelin

Secretary & General Counsel
Bradford Cook

Ajay Arigala

Gregory Baxter, MD

Matthew Boucher

Jo Brown

Rick Courtemanche

Dan Cronin

Eddie Edwards

Ryan Fox

Linda James

William Lambrukos

Susan Martore-Baker

Tracey Pelton

Richard Rawlings

Nathan Saller

Sgt. Amanda Smith

Sanjeev Srinivasan

Tim Wade

Rob Wieczorek

Last Updated: 10/10/24

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MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

[redacted]

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

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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.

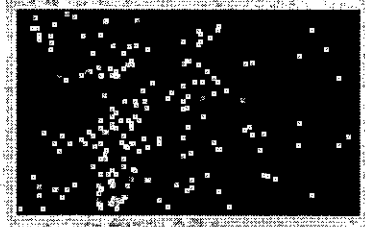
December 2017 – June 2018
Receiver of Serenity Place — Manchester, NH

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



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

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- 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. Dunfey 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

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in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, $1.6M. Provides property management and developer fees to assist in organization's sustainability.

5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991
Child Protective Service Worker II Portsmouth, NH
State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, 2021

References

Available Upon Request

Docusign Envelope ID: DAFFD6EB-55F8-4AE2-81D8-5A3B7A1AD71D

CATHY KUHN, PHD

[redacted] [redacted] cathy-kuhn [redacted]

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.

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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.

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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.

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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

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BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS, CONTINUED

Guest on Louisville Public Meida'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

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Jeffrey Zwillenberg

he/him/his

PROFESSIONAL EXPERIENCE

Easterseals New Hampshire & Vermont

Chief Administrative Officer — *March 2024 - Present*

- Lead and oversee the finance, human resources, and IT departments
- Liaise and manage board committees, including fiscal, IT/compliance, and audit
- Serving as executive sponsor for Workday implementation

Families in Transition

Chief Development & Marketing Officer — *February 2022 – February 2024*

- Met revenue targets in 2022 and 2023 by leading a team to raise $2.62M in private revenue, including two signature events which exceeded budgeted goals
- Stewarded and secured $400,000 grant from anonymous institutional donor to expand agency's Family Emergency Shelter
- Led the redesign of our Salesforce CRM to introduce risk assessment, probability, move management metrics to monitor progress to goals, and iWave wealth screen
- Managed external consultant to conduct audit and analysis of donor base, strategy, board engagement, and long term planning to grow private philanthropy
- Led a team of seven including three philanthropy officers, Salesforce Administrator, operations coordinator, volunteer manager, and marketing manager

Reading Partners

Senior Executive Director — *February 2021 - February 2022*

- Manage and oversee executive directors for Colorado, San Francisco Bay Area, and Twin Cities, MN regions, including annual goal setting for student outcomes and revenue targets
- Strategize with national teams (development, finance, program) on regional performance and design supports to meet and exceed benchmark goals
- Continue to oversee internal operations and external relations for the Baltimore region

Executive Director, Baltimore — *September 2015 – January 2021*

- Routinely achieved annual goals for programmatic impact, community engagement, and fundraising, including increased and diversified revenues and growing regional reserves from a deficit of $185K to a $400K surplus in three years
- Stewarded and secured multi-year partnerships with various organizations including the Maryland State Department of Education, Baltimore City Public Schools, City of Baltimore, Baltimore Ravens, Deerbrook Charitable Trust, and the Harry & Jeanette Weinberg Foundation
- Achieved and maintained robust team engagement and satisfaction as demonstrated by organizational engagement surveys, with an average of 94% of team members agreeing/strongly agreeing on 12 indicators
- Oversaw an evolution of practices to promote diversity and inclusion through our hiring practices of AmeriCorps members, full-time staff, and recruitment of new regional advisory board members
- Managed a team of 35+ members, including full-time staff and AmeriCorps members; oversaw regional advisory board of 13 members; direct supervisor of 4 staff and annual budget of $1.8M

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National Advisor, Strategy *August 2017 – June 2018*

- Served on the project management team to design a four-year strategic plan for the organization
- Liaison with regional executive directors and national department heads (HR, IT, Finance, etc.) to solicit input, share key updates, and provide just in time support during key engagement points
- Drafted and presented to organization and national board on progress to date, next steps, and overarching goals for the strategic plan

New Leaders

National Director, Program Operations *June 2013 – August 2015*
National Director, Program & City Team Operations *June 2012 – June 2013*
Director of Operations & Strategic Relations, Maryland *June 2010 – May 2012*
Interim Director of Operations, Maryland *January 2010 – May 2010*
Manager of Development, Maryland *June 2008 – December 2009*

COMMUNITY INVOLVEMENT

Board Member, Cornerstone Montessori School *February 2025 - Present*
Community Advisory Board Member, NHPR *August 2023 - Present*
Volunteer Tutor *Sept 2015 - March 2020*
Mayor Catherine Pugh's Educ. & Youth Development Trans. Cmte. *Nov. 2016 – Feb. 2017*
Academy for College and Career Exploration HS - board member *Jan 2011 – June 2013*

EDUCATION

Loyola University Maryland - Baltimore, MD
Degree: Master of Business Administration (MBA)

University of Maryland - College Park, MD
Degree: Master of Arts in Education Leadership and Policy Studies (MA)

St. John's College - Annapolis, MD
Degree: Master of Arts in the Liberal Arts (MALA)

Southern Illinois University - Carbondale, IL
Degree: Bachelor of Arts - Philosophy (BA)

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Contact

[redacted]

Top Skills

HR Management
HR Business Partnering
Compensation & Benefits

Certifications

Yellow Belt of Six Sigma Methodology

Bruce Bacon

Human Resources Executive
Manchester, New Hampshire, United States

Summary

HR leader who creates a vision and goals for his team. Fosters sustainable growth and achievement of organizational goals. Plans, directs, and coordinates staff to maximize the strategic use of human resources. Optimizes the effectiveness of functions such as performance management, compensation, benefits, employee relations, recruitment, policies, and regulatory compliance. Takes a hands-on approach and monitors the pulse of employees to ensure a high level of employee engagement. Trusted advisor to senior management of complex and changing work environments. Recognized for strong interpersonal skills with employees at all levels.

Experience

Easterseals NH
2 years 1 month

Interim Chief Human Resources Officer
March 2025 - Present (2 months)
Manchester, New Hampshire, United States

Senior Vice President, Human Resources
April 2023 - April 2025 (2 years 1 month)
Manchester, New Hampshire, United States

A leader in social services for individuals with disabilities, Easterseals NH employs 1,500 individuals and provides essential services and on-the-ground supports to more than 19,000 people each year with 13 core programs throughout the state.

College of the Holy Cross
6 years 8 months

Deputy Chief Human Resources Officer
January 2020 - November 2022 (2 years 11 months)
Greater Boston

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Associate Director Human Resources
April 2016 - December 2019 (3 years 9 months)

HR-E sources
Independent Consultant
December 2014 - March 2016 (1 year 4 months)

CCL Industries
Vice President Human Resources
April 2013 - September 2014 (1 year 6 months)
Framingham, Massachusetts

HP Hood
Vice President, Human Resources
April 2001 - March 2013 (12 years)
Lynnfield, Massachusetts

Avery Dennison
Human Resources Director and Manager Positions
1990 - 2000 (10 years)
Pasadena, California

Education

Claremont Graduate University - Peter F. Drucker and Masatoshi Ito Graduate School of Management
MBA, Human Resources Management

Occidental College
BA, History

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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
Catherine Kuhn	COO	$32,795.00	$205,100.00
Jeffrey Zwillenberg	CAO	$0.00	$172,000.00
Bruce Bacon	Interim CHRO	$0.00	$170,000.00

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ARC

9

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 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

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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

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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
ED0D05B01C83442...

Name: Katja S. Fox

Title: Director

Easter Seals New Hampshire, Inc.

7/2/2024

Date

DocuSigned by:
Cathy Kuhn
03B359FD978D42A...

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:
Robyn Guarino
74873484941480...

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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ARC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	159586	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	$6,960,555.00	($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	$2,282,062.00	$35,952,698.00	O: 7/14/21 Item #14

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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	154881	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	$15,886,099.00	$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	

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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.

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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.

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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,

for

Lori A. Weaver
Commissioner

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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	◦ 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)*

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 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

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 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.

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

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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

DocuSigned by:
Katja S. Fox
2A0FEC7D61584F3...

11/29/2023

Date

Name: Katja S. Fox

Title: Director

Easter Seals New Hampshire, Inc.

DocuSigned by:
Catherin Kuhn
B2936FFD028D42A...

11/28/2023

Date

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
74873484941450...

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. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,691.00	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:	$49,989,640.18	$47,654,687.00	$47,654,687.00	$145,276,814.18

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.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-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

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

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1. Roben Rader, Administrator for DCYF
2. Richard Sample, Administrator for DCYF
3. Shawn Blakely, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Godfredsen, Business Administrator, Finance

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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-DCH-12-RESID		
LEVEL OF CARE	Level 2		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Children's Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	75
5	Manor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	91
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	91
9	St. Anns Home, Inc.	St. Ann's	05
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DCH

2 Hannah Maynard, Program Specialist IV, DCH

3 Kara Bunton, Administrator, DCYF

4 Tanja Gastreaden, 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-7021-CBH-12-RESID
LEVEL OF CARE	Level 3

	Proposal Name	Site Name/Location	TOTAL SCORE
	1 Cornerstone Ministries	Cornerstone Level 3 Internship	74
	2 Easter Seals	ES Boys - Internship	77
	3 Easter Seals	Lancaster - Internship	85
	4 Easter Seals	Plymouth - Internship	89
	5 Easter Seals	EM Girls - Internship	86
	6 Hogan for Girls Ministries	Internship	73
	7 Mighty ADD (Breakthrough Point)	Internship	92
	8 Mount Prospect Academy, Inc.	Option A Girls Program	97
	9 Mount Prospect Academy, Inc.	Option A Girls Farm Prog	94
	10 Mount Prospect Academy, Inc.	Option A PSG Planning	94
	11 Mount Prospect Academy, Inc.	Option A Running Farm	94
	12 Mount Prospect Academy, Inc.	Option C Cont Hampton	89
	13 Mount Prospect Academy, Inc.	Option C Cont Plym	89
	14 Mount Prospect Academy, Inc.	Option D Safe Care Campton	84
	15 Pine Haven Boys Center	Wing	90
	16 Providence Academy & Family Services	WF	95
	17 Providence Academy & Family Services	Milton	93
	18 Providence Academy & Family Services	Nash	90
	19 St. Anne Home, Inc.	Option A	87
	20 St. Anne Home, Inc.	Level 3, Option C	77
	21 Seacoast Mental Health	Seacoast	93
	22 Southern Pennsylvania Initiative, Inc.	Hampton	91
	23 Webster Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lawrence, Program Specialist IV, CBH
2 Courtney Rowell, Program Specialist IV, CBH
3 Kathleen Vallee, Program Specialist IV, CBH
4 Jessica Hardiman, Administrator, DCYF
5 Sara Lawrence, Administrator, Finance
6 Rosemarie Lavallee, Nashua Regional Planning Agency

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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	93
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	93
3	Mount Prospect Academy, Inc.	Option D ERT Campton	93
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	93
5	St. Anns Home, Inc.	Option B CBAT	91
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	93
8	Youth Opportunities Upheld Inc.	Option C ICBAT	80
9	Youth Opportunities Upheld Inc.	Option C ICBAT	93
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	93

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CSH
2 Adele Gaumer, Administrator, CSH
3 Erica Ungwell, Director for CSH
4 Rebecca Frederic, Administrator, DCF
5 Terje Godtfredsen, Business Administrator, Finance
6 Elizabeth Lafontaine, Administrator, Finance

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FORM NUMBER P-37 (version 12/11/2019)

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: Elin Treanor Date: 6/24/2021		1.12 Name and Title of Contractor Signatory Elin Treanor CFO	
1.13 State Agency Signature DocuSigned by: Katja Fox 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 ET
Date 6/24/2021

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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

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 positons 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 ©.

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.

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

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

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:

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

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.

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

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are;

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services.

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1:25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date;

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds

Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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				
Reserved				
Reserved				
Reserved				
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

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

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

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 pursing 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).

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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

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

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 <u>Robert B Jolicoeur Ed & Res Facility-Boys</u>

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

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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.

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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;

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

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	* 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 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

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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

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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.

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	◦ % 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	• % 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	◦ % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* ◦ Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	◦ 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 (*based on internal data which DHHS will access through CME and DCYF system)* ◦ % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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.

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 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.

7.3.3.2. Resource directories.

7.3.3.3. Protocols or guidelines.

7.3.3.4. Posters.

7.3.3.5. Reports.

7.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

7.3.5. The Contractor shall ensure all educational and informational materials are understandable, free of jargon, family friendly and written appropriately for the audience when such materials are used to educate and inform individuals and their families about the residential treatment program, services, and treatment.

8. Records

8.1. The Contractor shall keep records that include, but are not limited to:

8.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

8.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision

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of services and all invoices submitted to the Department to obtain payment for such services.

8.1.4. Medical records on each individual of services.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:

1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST

1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF

1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT

1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM

1.5. General funds.

2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.

2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES

2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT

2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT

2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT

2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT

2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 Departmet 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.

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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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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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DS

Date 6/24/2021

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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

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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:

6/24/2021
Date

DocuSigned by:
Elin Treanor
Name: Elin Treanor
Title: CFO

Vendor Initials ET
Date 6/24/2021

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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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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft; forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/24/2021
Date

DocuSigned by:
Elin Treanor
Name: Elin Treanor
Title: CFO

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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.

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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

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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

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials ET

Date 6/24/2021

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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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	Easter Seals New Hampshire, Inc
The State	Name of the Contractor
Katja Fox	Elin Treanor
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Elin Treanor
Name of Authorized Representative	Name of Authorized Representative
Director	CFO
Title of Authorized Representative	Title of Authorized Representative
6/24/2021	6/24/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Elin Treanor

6/24/2021
Date

Name: Elin Treanor
Title: CFO

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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: 085573467

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability: In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

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), as amended on August 7, 2024 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $140,057,689

3. Modify Exhibit B, Scope of Services, Amendment #1, by adding Section 1.10.1., to read:

4. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

5. Modify Exhibit C, Payment Terms, Amendment #1, 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

6. Modify Exhibit C, Payment Terms, Section 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 4.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

4.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

4.1.2. A copy of the most recent independent financial audit;

4.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

4.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

4.1.5. Additional clarifying information may be required upon request.

4.1.6.

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	

DS

Residential for IEP eligible youth per day	$913.34
Residential Non-IEP eligible youth per day	$913.34

4.1.7. 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, publicly posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

4.1.8. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.1.9. The Contractor shall work with the Department to support a sustainable rate structure.

7. Modify Exhibit C, Payment Terms, Amendment #1, Section 4.5., to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

5.5.1. Sub-total: $138,496,238.00

5.5.2. SFY 22: $15,725,398.00

5.5.3. SFY 23: $15,725,398.00

5.5.4. SFY 24: $26,097,664.00

5.5.5. SFY 25: $27,267,040.00

5.5.6. SFY 26: $26,840,369.00

5.5.7. SFY 27: $26,840,369.00

8. Modify Exhibit C, Payment Terms, Amendment #1, Section 5.1.2., to read:

5.1.2. Attestation that any payment from the Department for reserved beds was used for:

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.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, 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

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...

5/12/2025
Date

Name: Katja S. Fox
Title: Director

Mount Prospect Academy, Inc.

DocuSigned by:
9C4BC5C16CEA4FE...

5/9/2025
Date

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

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146O...
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:

Docusign Envelope ID: B922B3EB-33FF-41FF-9C12-B43ABC9B038A

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: **0007009951**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of January A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: B922B3EB-33FF-41FF-9C12-B43ABC9B038A

MOUNT PROSPECT
ACADEMY
Client-Centered Continuum of Care

CERTIFICATE OF AUTHORITY

I, _Jeffrey Park_____, 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 _Mount Prospect Academy, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on MARCH 25, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeff Caron, President_____(may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Mount Prospect Academy, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 4/24/25

Signature of Elected Officer
Name: JEFF PARK
Title: SECRETARY

Docusign Envelope ID: B922B3EB-33FF-41FF-9C12-B43ABC9B038A

ACORD

VTPERMA-01 CASST1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Digital Insurance LLC- Rutland, VT 98 Merchants Row Rutland, VT 05701	PHONE (A/C, No, Ext): (802) 775-2311	FAX (A/C, No): (802) 775-8246
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemn Insurance	18058
INSURER B : Eastern Alliance Ins Co	10724
INSURER C : Arch Insurance Company	11150
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mount Prospect Academy Inc
PO Box 328
Plymouth, NH 03264

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			PHPK2639212	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			PHUB902798	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [X] RETENTION $ 10,000						Aggregate	$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		003-00000148716-2024A	7/3/2024	7/3/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Cyber Liability			C4LPL104363	1/1/2025	1/1/2026		
A	Directors & Officers			PHSD1848935	1/1/2025	1/1/2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire Dept of Health & Human Service
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MOUNINC-01 CASST1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Digital Insurance LLC- Rutland, VT 98 Merchants Row Rutland, VT 05701	CONTACT NAME: PHONE (A/C, No, Ext): (802) 775-2311 FAX (A/C, No): (802) 775-8246 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemn Insurance — 18058
INSURED Mount Prospect Academy Inc PO Box 325 Orford, NH 03777-0325	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			PHPK2640084-001	1/1/2025	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						ABUSIVE CONDUCT	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property			PHPK2640084-001	1/1/2025	1/1/2026	Ded	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health & Human Service
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MOUNT PROSPECT
ACADEMY
Client-Centered Continuum of Care

MISSION STATEMENT

The mission of Mount Prospect Academy is to provide a caring safe therapeutic environment 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.

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BerryDunn

Mount Prospect Academy
Client-Centered Continuum of Care

COMBINED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2023

With Independent Auditor's Report

Docusign Envelope ID: B922B3EB-33FF-41FF-9C12-B43ABC9B038A

BerryDunn

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.

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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

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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

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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	726,141
Total current assets	37,833,445
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	1,543,685
	30,558,832
Less accumulated depreciation	12,633,957
Property and equipment, net	17,924,875
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	141,723
Total other assets	1,269,483
Total assets	$ 57,027,803

The accompanying notes are an integral part of these combined financial statements.

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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	281,489
Total current liabilities	3,841,269
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	66,390
Total long-term liabilities	8,456,566
Total liabilities	12,297,835
Net assets without donor restriction	44,729,968
Total liabilities and net assets	$ 57,027,803

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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	925,277
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	508,848
Total revenue	72,527,436
Expenses	
Education and home life	45,938,345
General administration	11,607,027
Total expenses	57,545,372
Gain on sale of property and equipment	32,335
Change in net assets	15,014,399
Net assets, beginning of year	29,715,569
Net assets, end of year	$ 44,729,968

The accompanying notes are an integral part of these combined financial statements.

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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	(192,936)
Net cash provided by operating activities	8,981,709
Cash flows from investing activities	
Proceeds from sale of property and equipment	48,895
Purchase of property and equipment	(1,788,156)
Net cash used by investing activities	(1,739,261)
Cash flows from financing activities	
Principal payments on lease obligations - finance	(19,897)
Principal payments on long-term borrowings	(1,079,417)
Net cash used by financing activities	(1,099,314)
Net increase in cash and cash equivalents	6,143,134
Cash and cash equivalents, beginning of year	17,422,819
Cash and cash equivalents, end of year	$ 23,565,953
Supplemental disclosures	
Non-cash investing and financing transactions	
Acquisition of property and equipment with issuance of long-term debt to seller's financing company	$ 402,908

The accompanying notes are an integral part of these combined financial statements.

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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.

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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 2023, the Organization had $8,750,484 and $7,297,415, respectively, of accounts receivable.

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:

	Years
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.

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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.

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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.

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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	4,790,867
Financial assets available at year end for current use	$37,107,304

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.

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 *The Wall Street Journal's* 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 *The Wall Street Journal's* 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 *The Wall Street Journal's* 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 *The Wall Street Journal's* 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 *The Wall Street Journal's* 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

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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 *The Wall Street Journal's* 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.	658,000
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 *The Wall Street Journal's* 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.	320,725
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 *The Wall Street Journal's* 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.	702,480
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.	746,674
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.	436,537
Total Mount Prospect Academy, Inc.	6,495,333
Vermont Permanency Initiative, Inc.	
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.	1,540,914

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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.	113,450
Total Vermont Permanency Initiative, Inc.	1,972,613
	8,467,946
Less: Current portion	582,000
Unamortized deferred financing costs	181,239
Long-term debt, net of current portion and unamortized deferred financing costs	$ 7,704,707

Maturities of long-term debt are as follows:

2024	$ 582,000
2025	512,000
2026	480,000
2027	460,000
2028	449,000
Thereafter	5,984,946
	$ 8,467,946

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.

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	73,182
	424,578
Less imputed interest	(23,809)
Lease obligations - finance	$ 400,769

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	16,000
	688,939
Less imputed interest	(31,811)
Lease obligations - operating	$ 657,128

The following table summarizes the Organization's lease related costs in the combined statements of activities at June 30, 2023:

Lease Costs	Natural Expense Classification		
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

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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.

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9. Functional Expenses

The costs of providing the programs are summarized on a functional basis as follows for the year ended June 30, 2023:

	Education and Home Life	General Administration	Total
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	2,356,853	1,032,687	3,389,540
Total	$ 45,938,345	$ 11,607,027	$ 57,545,372

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.

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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.

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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	538,016	188,125	-	-	726,141
Total current assets	27,728,071	10,105,374	-	-	37,833,445
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	9,668,227	2,962,114	3,616	-	12,633,957
Property and equipment, net	13,183,494	4,696,992	44,389	-	17,924,875
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	152,735	863,621	-	(874,633)	141,723
Total other assets	1,255,090	889,026	-	(874,633)	1,269,483
Total assets	$ 42,166,655	$ 15,691,392	$ 44,389	$ (874,633)	$ 57,027,803

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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

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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

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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	-	8,379,898	42,289,268
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	523	-	50,785	244,157
Other occupancy costs	275,065	63,506	-	-	338,571	73,321	12,002	-	-	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
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	560,225	61,998	-	-	622,223	149,334	11,717	453	-	161,504	783,727
Utilities	319,569	61,834	-	-	381,403	85,184	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	$ 2,205,526	$ 18,819	$ (24,842)	$ 11,607,027	$ 57,545,372

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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	460,664
Total revenue	3,975,536
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)	963,706
Total allowable expenses	3,648,207
Bad debt expense	1,296
Total expenses	3,649,503
Excess of revenue over expenses	$ 326,033

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MOUNT PROSPECT
ACADEMY
Client-Centered Continuum of Care

MPA TRUSTEES

June 2024

Jon Bownes
Board Member 5.11.2022
Plymouth, NH 03264

Robert Bannon
Board Member 8.13.2021
Campton, NH 03223

Paul Fitzgerald
Board Member 11.3.2021
Campton, NH 03223

Charles Wheeler
Board Member 5.11.2022
Campton, NH 03223

Ben Cronin
Board Member 5.11.2022
Plymouth, NH 03264

Mike Boyle
Board Member 5/29/2024
Plymouth, NH 0326

OFFICERS

Jeffrey Caron, President 12.24.2002
Plymouth, NH 03264

Laurae Baker, Chief Operating Officer
Manchester Center, VT 05255

Rae Green, Chief Financial Officer
Danbury, NH 03230

Jeffrey Park, Secretary January 2019
142 Bell Road, Plymouth NH 03264

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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 VTS+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

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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

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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

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Laurae Baker, PhD, LADC, LCMHC

Education

PhD: Counselor Education	Ohio University	June 2005
Master of Education: Counseling	Ohio University	June 1997
Bachelor of Science: Elementary Education	Ohio University	June 1994

Employment History

Chief Operating Officer June 2024-present
Vermont Permanency Initiative
Mount Prospect Academy
Bennington, Vermont

Board of Directors April 2023-May 2024
Vermont Permanency Initiative
Bennington, Vermont

Vice President
Vermont Permanency Initiative
Becket Family of Services April 2019-April 2023
Bennington, Vermont

Executive Director May 2019-Current
Vermont School for Girls
New England School for Girls
Bennington, Vermont

Director of Program Development April 2017-April 2019
VPI South
Bennington, Vermont

Department Chair May 2016- May 2017
Professional Education Programs
Esteves School of Education
Sage Graduate School
Troy, New York

Program Director/Associate Professor September 2007-August 2016 September
Professional School Counseling Program

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Esteves School of Education
Sage Graduate School
Troy, New York

Assistant Professor September 2005-May 2015
Esteves School of Education
Sage Graduate School
Troy, New York

Visiting Summer Faculty June 2007-June 2010
University of Vermont
Burlington, Vermont

Counselor September 2003-June 2005
Ohio University
Athens, Ohio.
Delivered academic, personal, and career counseling services to students in the university setting.

Teacher/School Counselor August 1998- June 2003
Federal Hocking Middle School
Stewart, Ohio

Teacher/Counselor August 1995- August 1998
Health Recovery Services
Athens, Ohio

Scholarship

Presentations:

Coburn, L. *Mindful Self Care for Managing Compassion Fatigue.* Presented at the 2019 Child and Adolescent Complex Trauma Conference in Manchester, Vermont: August 7, 2019.

Coburn, L. *Integrating Mindfulness into Your School Counseling Program.* Presented at the 2016 New York State School Counselor's Conference in Tarrytown New York: November 17,2016.

Coburn, L. *Mindfulness Based Conflict Resolution.* Presented at the 2015 New York State School Counselor's Conference in Lake George New York: November 21,2015.

Coburn, L. *Mindfulness Based Conflict Resolution.* Presented at the 2014 National Social Science Association Conference in San Francisco, California on October 7, 2014.

Coburn, L. *Bringing Mindful Practices to our Schools* presented at the Dawn Lafferty Hochsprung Center for the Promotion of Mental Health and School Safety Spring Summit on May 30,2014.

Coburn, L. & Gallagher, L. *Yoga in the Schools.* Poster Presentation at the 2014 Inaugural National Yoga in the Schools Symposium at Kripalu Institute in Lenox, Massachusetts on April 24, 2005.

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Gallagher, L. & Coburn, L. *Playing with Purpose: Mindful Practices for Children and Caregivers.* Presented at the Vermont Foster and Adoptive Family Association Annual Conference on March 22, 2014.

Coburn, L. Mindful Self Care for Counselors presented at the Niskayuna School Counselor Professional Development on February 4, 2014.

Coburn, L., Stahl, M., & Carr, L. *Counselor Self Care: Preventing Burnout through Increasing Mindful Self-Care* Presented at the 2013 New York State Counselors Conference in Syracuse, New York on November 1, 2013.

Coburn, L. *Integrating Service Learning into Counselor Preparation: Learning through Paying it Forward* presented at the 2013 National Social Science Association Conference in New Orleans, Louisiana on October 8, 2013.

Coburn, L. *Stress Management and Self-Care.* Presented at the 2013 Youth Development Conference for New York Liberty Partnerships on March 15, 2013 at SUNY Cobleskill.

Coburn, L. & Gallagher, L. *Integrating Yoga Practices into Psychotherapy for Survivors of Developmental Trauma*. Presented at the Bennington School Clinical Professional Development Training on December 11th, 2013 in Bennington, Vermont.

Coburn, L. *Teaching and Learning in the Here and Now.* Presented at the 2012 National Social Science Conference. Albuquerque, New Mexico on October 16, 2012.

Coburn, L. *Yoga and Mindfulness Workshop.* Presented at the 21012 May College at The Sage Colleges on May 15, 2012.

Jarvis, D., Coburn, L, Phillips, K, & Monnat, M. *Your New Best Friends: Building Relationships with your Local Hospital CEO, FQHC Director, and Primary Care Providers.* Presented at the 2011 National Council Mental Health and Addictions Conference in San Diego, California on May 2, 2011.

Noble, D., O'Brien, D, & Coburn, L. *A Model for Local Integration.* Presented at the 2011 Behavioral Health Network of Vermont Annual Conference on February 4, 2011.

Coburn, L. (participant in panel presentation). *Cyber Bullying: Keeping Children Safe.* Albany, New York, December 9, 2010.

Coburn, L. *Creating Outcome Based Rubrics for School Counseling Programs*. Presented at the 2008 North Atlantic Regional Association for Counselor Education and Supervision Conference, Portland, Maine on September 20, 2008.

Coburn, L & VandeMark, C. *Emotional Intelligence, Anger Management, and Bullying.* Presented at the 2007 New York Marriage and Family Therapists Conference. Troy, New York on May 4, 2007.

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Pickering, D & Coburn. *Incorporating Social Justice Principles into Community and School Counselor Preparation Programs.* Presented at the 2007 National Association for Counselor Education and Supervision Conference. Columbus, Ohio on October 11, 2007.

Pickering D, &. *Coburn, L. Incorporating Social Justice Principles into Community and School Counselor Preparation Programs.* Presented at the 2006 North Atlantic Regional Association for Counselor Education and Supervision Conference. Lake George, NY

Coburn, L. *Challenging Traditional Models of Grief Counseling: The Role of Individualized Approaches in the Treatment of the Bereaved.* Presented at the 2006 New York Counseling Association Annual Conference. Saratoga Springs, NY on Saturday September 30, 2006.

Pickering D, & Coburn, L. *Incorporating Social Justice into Counseling and School Counseling Preparation and Practice.* Presented at the 2006 Counselor's View of Italy Tour. Regello, Italy on May 25, 2006.

Coburn, L. & Kline, W. *Interactive Group Counseling in the Here and Now.* Presented at the 2004 All Ohio Counselors' Conference. Columbus, OH.

Coburn, L. & Levitt, D. *Challenging Traditional Models of Grief Counseling: The Role of Individualized Approaches in the Treatment of the Bereaved.* Presented at the 2005 American Counseling Association Conference. Atlanta, GA.

Coburn, L. & Pickering, D, & Leinbaugh, T. *Clinical Evaluation and Assessment of Attachment Disorders: From Theory to Treatment.* Presented at the 2005 American Counseling Association Conference. Atlanta, GA.

Coburn, L; Pickering, D. *Partnering with Schools and Community Mental Health Centers in Assessing and Evaluating of Attachment Disorders.* Presented at the 2005 North Central Association for Counselor Education and Supervision Conference. St. Louis, MO.

Levitt, D; Coburn, L. & Miller, H. *Partnerships, Mentorships, and Supervision: Multiple Relationships for Counselor Educators.* Presented at the 2005 North Central Association for Counselor Education and Supervision Conference. St. Louis, MO.

Coburn, L., & Davis, T. Children of Emotional Abuse: What School Counselors can do to Help. Presented at the 2003 All Ohio Counselors' Conference. Columbus, OH on November 7, 2003

Coburn, L., & Kline, B. Qualitative Themes in Supervision Research. Presented at the 2004 OACES Supervision Summit in Columbus, Ohio on April 23, 2004.

Sebera, K., Pickering, D., Coburn, L., Protivnak, J., & Davis, T. *Promoting Effective Leadership in the Profession of Counseling – Sharing the Vision.* Presented at the 2004 American Counseling Association Conference. Kansas City, MO on April 3, 2004.

Sebera, K., Pickering, D., Coburn, L., Protivnak, J., & Davis, T. *Leadership in Professional Counseling: A Qualitative Study of National Leaders.* Presented at the 2003 All Ohio Counselors Conference. Columbus, OH on November 7, 2003.

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Protivnak, J., Pickering, D., Sebera, K., Coburn, L., & Davis, T. *Contemporary Leadership in Professional Counseling.* Presented at the 2003 North Central Association for Counselor Education and Supervision Conference. Cincinnati, OH on October 16, 2003.

Publications

Coburn, L (2019). *Restoring Balance Through Mindful Self-Care.* Streetside Conversations. November, 2019.

Coburn, L (2015). *Mindfulness Based Conflict Resolution.* Journal of *National* Social Science Proceedings, Volume 53.

Coburn, L (2012).*Teaching and Learning in the Here and Now.* Journal of *National* Social Science Proceedings, Volume 51.

Coburn, L. (2009) Descriptive research. *The Encyclopedia of Counseling.* Erford, B. (ed). The American Counseling Association, Alexandria: VA.

Coburn, L. (2007). An Intern Misperceived. *Critical Incidents in Supervision,* Tyson, L (ed). The American Counseling Association, Alexandria: VA.

Awards and Grants

2014 New York Academy of Character Education Champion of Character Award

Ohio University Distinguished Graduate Award 2005

Ohio University Non-Dissertation Research Grant Recipient 2005

Melvin J. Witmer Award for Creative Altruism Recipient 2004

Service

Member of the Vermont Council of Independent Schools

Member of The Sage Colleges Graduate School Curriculum Committee (Fall 2013-June 2017)

Member of the Dawn Lafferty Hochsprung Center for the Promotion of Mental Health and School Safety Advisory Board (Fall 2013- June 2017)

Member of the Sage Colleges Esteves School of Education Field Experience Committee (Spring 2013- June 2017)

Member of the Sage Colleges Faculty Grievance Committee- (2011- June 2017)

Member of The Sage Colleges Faculty Development Committee (2012-to fill Spring temporary vacancy)

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Member of The Sage Colleges Esteves School of Education Field Experience Committee (Fall 2012-Spring 2013)

Chair of The Sage Colleges Esteves School of Education Field Experience Committee (Fall 2011-Spring 2012)

Member of The Sage Colleges Esteves School of Education Literacy Faculty Search Committee (2013)

Member of The Sage Colleges Esteves School of Education Special Education Faculty Search Committee (2012)

Member of The Sage Colleges School of Education Dean Search Committee (2009-2010)

Member of the Sage Colleges Faculty Development Committee (2007-2010)

Member of the Sage Colleges Change Agents Group (2007-2009)

Member of the Sage Graduate School Curriculum Committee (20006-2008)

Member of the Sage Graduate School Academic Standards Committee (2006-2008)

Member of the National CACREP Site Visit Team (2005-2008)

Member of the Institutional Review Board of the Sage Colleges (2005-2007)

Member of the American Counseling Association for Counselor Education and Supervision Product Development Committee (2005-2006)

Member of the Board of Directors of the Academy for Character Education (2005-2006)

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LARA SAFFO

EXPERIENCE

2019 - PRESENT

CHIEF COMPLIANCE OFFICER, MOUNT PROSPECT ACADEMY, INC. AND THE VERMONT PERMANENCY INITIATIVE, INC.

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

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Dean's List, Andrew Ewing finalist
Visiting Semester in Environmental Studies, Vermont Law School
American Jurisprudence Award, Water Law

JUNE 1988
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 – 2024 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 New Hampshire's Child Sexual Assault Protocols. Presented on all these protocols.

AWARDS

Distinguished Teaching Lecturer Award, Plymouth State University (2022)
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)

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Rae Green

PROFILE

Highly skilled, big picture financial professional with 25 years of diverse accounting, leadership and management experience encompassing:

- Department Management
- Medicaid
- Finance System Startup
- P&L Management/Budgeting
- Tracking Mechanisms
- Business Process Analysis
- Purchasing/Inventory
- Software Implementation
- Manufacturing
- Non-Profit Organizations
- Data Accuracy & Integrity
- Staff Training & Development

PROFESSIONAL EXPERIENCE

Chief Financial Officer 2024 – Present
Mount Prospect Academy, Plymouth NH

- Full financial preparation and analysis
- Development of financial budget interfacing with operation managers
- Management of financial staff and payroll
- Cash management monitoring and reporting
- Lead for audit and compliance
- Grant funding compliance reporting

Controller 2022 – 2024

- Management of financial staff and payroll
- Cash management monitoring and reporting
- Lead for audit and compliance
- Grant funding compliance reporting

Controller
BRATTLEBORO RETREAT, Brattleboro, VT 2021-2022
A 60M net revenue 550+ Employee not for profit rehabilitation facility serving individuals with addiction and mental illness needs both inpatient and outpatient.

- Full financial preparation and analysis including key performance indicators
- Management of financial staff
- Development of financial budget interfacing with operation managers
- Cash management monitoring and reporting
- Cost calculation for rate negotiation
- Lead for audit and compliance
- Grant funding compliance reporting

Controller
COMMUNITY BRIDGES, Concord, NH 2011 - 2021
A 55 Million dollar not for profit organization serving thousands of individuals with disabilities employing over 500 employees.

- Direct financial operations at a non-profit area agency working with 2,500+ individuals per year.
- Work closely with computer systems to complete 10 day close.
- Creation of agency budget, communicating and negotiating internal department budgets and performance.
- Preside over the Fiscal Committee weekly to review, document, and approve as appropriate individual program for funding.
- Maximize the budgets of individuals we serve for 55 million in gross revenue, 500+ employees with 500+ cost centers.
- Built a successful team in an environment with rapid change, delivering accurate financials within 10 days of month end.
- Annual goals include facilitation lean processes to review procedures, develop cross functional teams and apply Lean principals to processes within our agency to reduce redundancy of work and create smother operations and better flow of information. This reduces costs and increases job satisfaction.
- Work with managers to help them understand their revenue goals and expectations.
- Developed unit utilization data analysis to provide leadership and managers with actionable feedback on services expected compared to services provided. Billable services have increased every year with a cumulative increase of 12% since the provision of this information.
- Lead for audit and completing all state and federal returns timely.
- Achieved annual goal for clean audit opinions during length of employment

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- Responsible for the financial section of the Strategic plan. Goals monitored, reported to the board and achieved included maintaining wage ratios in line with revenue during times of large growth, annual profit margin of 1% and an increase in Medicaid utilization of services by targeted amounts annually.
- Manage a team of 7 direct reports.
- Represent the Agency's interests with funding sources, government officials, agency staff, vendors and other constituents.
- Served as a company officer and CFO for two years.
- Monthly board presentations on finances, current events and changes within the state for Development Services.
- Represented our agency in public meetings with DHHS for financial and contract matters

Senior Accountant 2011-2012

- Vendor contract creation, management, reconciliation and customer service
- State Medicaid funding liaison
- Payroll entries and quarterly reconciliation
- Reconciliation of Balance Sheet accounts
- Vendor Contract budget
- Grant reporting

General Ledger Accountant
LUTHERAN SOCIAL SERVICES OF NEW ENGLAND, Concord, NH 2010 - 2011
Not for profit agency with 14 million reported in revenue to service a diverse population in need, multiple locations and 500+ employees.

- Full financial statement preparation and review for 13 reporting divisions/cost centers
- Budget development and management
- Utilize a Windows-based Sage MIP technology systems.
- Reconciliation of Balance Sheet accounts
- Minimized audit and financial discrepancies, reducing year-end adjustments from 15+ to 3 per year.

Accounting Manager / Business Analyst
ACA ASSURANCE, Manchester, NH 2004 - 2010
A $12 million not for profit insurance company providing a variety of insurance.

- Extensive forensic reconstruction of data for the organization to recover from a failed computer implementation
- Implemented Great Plains accounting software
- Analyzed and streamlined the way data and information flowed through the organization. Reducing redundancy of work and utilizing electronic media to reduce 43 hours of work per week.
- Management and training of staff on core functions for Accounts Payable, Accounts Receivable, Staff Accountant and Cash Accountant.
- Special projects involving data extraction and analysis to provide management dashboard information

Senior Accountant
TRS STAFFING, Salem, NH 2003 - 2004
A 30-million-dollar staffing agency placing 300+ accountants and engineers to companies throughout New England. Company was sold and consolidated into an organization from California.

- Implemented Great Plans and set up all initial reports.
- Implemented ADP Module and interfaced to Great Plains
- Implemented Bank Safe Pay software

Accounting Implementation Specialist
PC SOLUTIONS, INC, Bedford, NH 2000 - 2003
An independent computer organization installing and supporting financial reporting/accounting software.

- Business process analysis to reduce / eliminate redundant work.
- Development of technical solutions to replace spreadsheets
- Full Implementation of Great Plains accounting software and training of individuals purchasing the software
- Development of computer interfaces to bring information from one system to another.

Controller
LAUREL BROOKE, INC., Milford, NH 1997 - 2000
A machine shop with 2Million in revenue and 20 employees.

- Implemented a job cost system to track profitability by job and machine.
- Process analysis of jobs to reduce setup time for machines by 6 hours per week.

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- Negotiated pricing with metal vendors to reduce metal costs by close to 100k per year and delivery lead times by 4 days

Staff Accountant
VELCRO USA, Manchester, NH 1989 - 1997
A worldwide manufacturing organization with sales in excess of 750Million per year

- Held jobs in Accounts receivable, Accounts Payable, Cost Accounting, Fixed Asset Management, General Ledger Accounting, and reconciliation of operating checking account with 60 million in volume transactions; 7-day USA month end close

EDUCATION

2003 Bachelor of Science in Accounting
Southern NH University

2003 Bachelor of Science in Computer Science
Southern NH University

Microsoft Certified Accounting Application Specialist for Great Plains Software

State of NH Certified Lean Practitioner 2012

COMPUTER SKILLS

- Great Plains Dynamics
- MITC
- Sage Payroll
- RealWorld Classic
- Sage
- ADP Payroll
- FRX
- Microsoft Office (Excel, Word, Outlook

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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	$148,722.38	$350,000.00
Rae Green	Chief Financial Officer	$55,974.48	$175,000.00
Laurae Baker	Chief Operating Officer	$147,805.39	$299,999.96
Lara Saffo	Chief Compliance Officer	$65,889.99	$206,000.08
		$0.00	$0.00
		$0.00	$0.00

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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

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	316042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	O: 7/14/21 Item #14 A01: 12/20/2023 Item #32C

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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

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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

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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:
Katja S. Fox
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:
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:

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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 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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$8,980,555.00	($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
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

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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	$19,634,022.00	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	

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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.

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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.

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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

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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.

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:
Name: Jeff Caron
Title: President

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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:

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team;

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency 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:

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 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

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 positons 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

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.

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

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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,

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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;

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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.

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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

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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:

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.

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

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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:

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

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.

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.

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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.

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:

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.

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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**

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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. <u>Staffing</u>

2.4.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.4.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.4.3.2.1. 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

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 an 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 pursing higher education or independent living with the following but not limited to:

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

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

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.

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

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 an 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 pursing higher education or independent living with the following but not limited to:

2.5.5.4.1. Transitional Services.

2.5.5.4.2. Vocational Services.

2.5.5.4.3. Formal Education.

2.5.5.4.4. Training Programs.

2.5.5.4.5. Independent Living Skills.

2.5.5.5. The Contractor shall 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

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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

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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.

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

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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 an 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.

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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 pursing 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).

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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

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

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**

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.

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~~

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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

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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 pursing 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.

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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**

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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.

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:

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.

2.8.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing 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:

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.

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

		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:

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/

		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. <u>MPA at Rumney: Problem Sexual Behavior</u>

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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		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	

	specific position/personnel was not required or as a ratio	

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

	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.

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.

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

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		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.
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

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		with MPA

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

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

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	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

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

		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:

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

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)

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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

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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:

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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

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.

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	• % 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	• % of treatment meetings where youth participates • % of treatment meetings where caregiver participates • Median # of contacts with family/caregivers per month per child

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Quality of treatment	◦ % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* ◦ Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	◦ 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)*

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.

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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.

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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

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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

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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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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.

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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

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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	

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

Residential Non-IEP eligible youth per day	$913.34

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

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.

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:

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,

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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.

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed $76,080,859.00 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	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

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Orion House Newport, NH (VC# TBD)	Newport, NH	433,685.00	433,685.00	433,685.00	1,301,055.00
Vermont Permanency Initiative Orford, NH (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	5,295,033.00	5,295,033.00	5,295,033.00	15,885,099.00
	Total:	$25,433,773.00	$25,323,593.00	$25,323,593.00	$76,080,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID		
LEVEL OF CARE	Level 1		
	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	83
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	88

Reviewers Name and Title

1 Robert Roder, Administrator for DCYF

2 Richard Gerow, Administrator for DCYF

3 Shawn Bailey, Program Specialist IV, CDH

4 Paige Morgan, Youth Voice

5 Tayla Godfredsen, Business Administrator, Finance

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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	Cheap Home	Portsmouth	85
2	Dover Children's Home	Dover	91
3	Home for Little Wanderers	Unity House	79
4	Home for Little Wanderers	Keene House	75
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	91
7	Orion House Incorporated	Orion	83
8	Spaulding Academy & Family Services	Spaulding	91
9	St. Ann's Home, Inc.	St. Ann's	65
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Burton, Administrator, DCYF

4 Tanja Oestvedten, Business Administrator, Finance

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposals Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health	
PROJECT ID NUMBER	RFP-2021-DCYF-13-RESID	
LEVEL OF CARE	Level 3	

	Proposer Name	Site Name/Vendor	Total Points
1	Devereux Foundation	Devereux Level 3 Residential	94
2	Easter Seals	NH Boys - Manchester	93
3	Easter Seals	Lancaster - Manchester	93
4	Easter Seals	Epsom - Manchester	93
5	Easter Seals	NH Girls - Manchester	93
6	Home for Little Wanderers	Manville	92
7	Manor ATR (New/Replacement)	Manor	92
8	Mount Prospect Academy, Inc.	Option A Ann Manor	91
9	Mount Prospect Academy, Inc.	Option A Hall Farm Pine	91
10	Mount Prospect Academy, Inc.	Option A Pine Ridge	91
11	Mount Prospect Academy, Inc.	Option A Quinn Place	91
12	Mount Prospect Academy, Inc.	Option C Cass Hampton	88
13	Mount Prospect Academy, Inc.	Option C Cass Pine	88
14	Mount Prospect Academy, Inc.	Option C Bow Pine Campus	88
15	Pine Haven Boys Center	Pine	87
16	Spaulding Academy & Family Services	SFP	85
17	Spaulding Academy & Family Services	SFP	85
18	Spaulding Academy & Family Services	SFP	85
19	St. Anne Home, Inc.	Option A	81
20	St. Anne Home, Inc.	Level 3, Option C	81
21	Gateway School, Inc.	Gateway	80
22	Youngest Performance Initiative, Inc.	Youngest	80
23	Gateway Academy Inc.	Option A	80

Reviewers Name and Title

1 Amy Lamson, Program Specialist IV, CBH

2 Kristen Wood, Program Specialist IV, CBH

3 Jessica Rowlings, Administrator, DCYF

4 Brad Leonard, Administrator, Medicaid

5 Rebecca Lavoie, Financial Specialist Advanced

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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-DCH-12-RESID
LEVEL OF CARE	Level 4

	Proposer Name	Option/Program	TOTAL SCORE
1	Monitor ABI (NeuroRestorative)	Option B CBAT	89
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Compton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	89
5	St. Anns Home, Inc.	Option B CBAT	91
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Monitor ABI (NeuroRestorative)	Option C ICBAT	83

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CSH

2 Adele Beaman, Administrator, CSH

3 Erica Ungerati, Director for CSH

4 Rebecca Fredette, Administrator, DCYF

5 Tarik Gedmadsen, Business Administrator, Finance

6 Elizabeth Lafontaine, Administrator, Finance

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FORM NUMBER P-37 (version 12/11/2019)

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 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 DocuSigned by: Jeffrey Caron Date: 7/21/2021		1.12 Name and Title of Contractor Signatory Jeffrey Caron President	
1.13 State Agency Signature DocuSigned by: Katja Fox 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 DS JC
Date 7/21/2021

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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 DS

Date 7/21/2021

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials M

Date 7/21/2021

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS

Date 7/21/2021

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New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as Individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

1.11. Staffing, Training and Development

1.11.1. Talent Strategy

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

1.11.2. Staffing Ratios

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;

1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:

1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;

1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and

1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services..

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and,

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety;

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,
1.21.1.2. Cognitive Behavior Therapy
1.21.1.3. Dialectic Behavior Therapy
1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date.

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns.

The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

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2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				
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

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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:

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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

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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 pursing 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

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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.

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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.

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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

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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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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 pursing 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).

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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

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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.

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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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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 pursing higher education or independent living with the following but not limited to:

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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.

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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,

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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:

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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

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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 pursing 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.

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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

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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

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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

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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

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	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;

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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

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		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	

3.5.3.2. 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

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		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:

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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

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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

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		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	

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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

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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

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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

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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

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		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 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	

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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

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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

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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	% 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

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	• Median time from referral to admission
Family & youth engagement	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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.

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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.

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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.

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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

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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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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.

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Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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

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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 Departmet 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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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.

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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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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials JC

Date 7/21/2021

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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

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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:

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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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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:

7/21/2021
Date

DocuSigned by:
Jeffrey Caron
Name: Jeffrey Caron
Title: President

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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.

Contractor Initials DS
Date 7/21/2021

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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

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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:

DocuSigned by:
Jeffrey Caron
Authorized Signature

7/21/2021
Date

Name: Jeffrey Caron
Title: President

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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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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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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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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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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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	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
7/21/2021	7/21/2021
Date	Date

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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:

7/21/2021
Date

DocuSigned by:
Jeffrey Caron
Name: Jeffrey Caron
Title: President

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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: 32-004-8804

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT.

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 Nashua Children's Home ("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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $30,907,712

3. Modify Exhibit B, Scope of Services; by adding Section 1.10.1., to read:

4. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

      1.10.2.1. Considerations and action steps required to become a non-IMD;

      1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

      1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

5. 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, 2301NHFOST and 2401NHFOST.

      1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

      1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

      1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

6. Modify Exhibit C, Payment Terms, Section 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 4.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

4.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

4.1.2. A copy of the most recent independent financial audit;

4.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

4.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

4.1.5. Additional clarifying information may be required upon request.

4.1.6.

Program – Children's Home Level 2	
Residential for eligible youth per day until 6/30/2023	$329.93

Program – Children's Home Level 2	
Residential for eligible youth per day effective 7/1/23	$422.18

4.1.7. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.1.8. The Contractor shall work with the Department to support a sustainable rate structure.

7. Modify Exhibit C, Payment Terms, Section 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: $30,907,712.00

4.5.2. SFY 22: $3,268,320.00

4.5.3. SFY 23: $3,268,320.00

4.5.4. SFY 24: $6,105,763.00

4.5.5. SFY 25: $6,105,763.00

4.5.6. SFY 26: $6,079,773.00

4.5.7. SFY 27: $6,079,773.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name:
Title:

Nashua Children's Home

5/9/2025
Date

Signed by:
Matthew Fentross
994010808802E4F0...
Name: Matthew Fentross
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146O...
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 State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA CHILDREN'S HOME is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 04, 1903. 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: **61867**

Certificate Number: **0006822234**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of December A.D. 2024.

David M. Scanlan

Secretary of State

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Nashua Children's Home

Enriching the lives of children and families since 1903...

Certificate of Authority

I, *George Robert Black*, hereby certify that:

1. I am a duly elected Officer of *Nashua Children's Home (NCH)*.

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 December 8th, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That *Matthew Fentross, Executive Director* is duly authorized on behalf of *Nashua Children's Home* to enter into contracts or agreements with the State of New Hampshire and any of tis 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 judgement 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. The authority was **valid (30) days prior to and remains valid for (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 listed above currently occupies the position 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.

Date: 29 APRIL 2025

Signature of Elected Officer

Name: George Robert Black

Title: NCH Board President

125 Amherst St., Nashua, NH 03064 • (603) 883-3851 • FAX (603) 883-5925
86 Concord St., Nashua, NH 03064 • (603) 595-8868

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marissa Leuci	
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: manch.certs@crossagency.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Ins Co	18058
INSURER B :	Granite State Health Care and Human Services Self-	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Nashua Children's Home, 125 Amherst Street, Nashua NH 03064

COVERAGES **CERTIFICATE NUMBER:** 24-25 All/25-26 NH 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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [X] OTHER: Professional Liability			PHPK2577855-003	07/11/2024	07/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2577858-003	07/11/2024	07/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB873144-003	07/11/2024	07/11/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P01970HCHS2025 (3a.) NH	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Volunteer Board of Directors excluded from workers compensation coverage							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of NH Department of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Nashua Children's Home

MISSION STATEMENT

Nashua Children's Home is committed to providing care and stability to boys and girls who are unable to remain with their families, special education services for students who have not been successful in public school settings, and supportive housing for youth who have "aged-out" of care.

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NASHUA CHILDREN'S HOME

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

Docusign Envelope ID: E6FF30D7-C4FE-4840-99CD-EBC62E1FBB71

NASHUA CHILDREN'S HOME

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MARCUM
ACCOUNTANTS ▲ ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Nashua Children's Home

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Nashua Children's Home, which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, 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 Nashua Children's Home 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) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. 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 Nashua Children's Home 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 Nashua Children's Home's ability to continue as a going concern for one year after the date that the financial statements are issued.

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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 Nashua Children's Home'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 Nashua Children's Home'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 Summarized Comparative Information

The financial statements of Nashua Children's Home as of and for the year ended June 30, 2022, were audited by Melanson, whose report dated March 23, 2023 expressed an unmodified opinion on those statements. In our opinion, the summarized comparative 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.

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Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 9, 2024 on our consideration of Nashua Children's Home'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 solely 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 Nashua Children's Home'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 Nashua Children's Home's internal control over financial reporting and compliance.

Marcum LLP

Merrimack, NH
February 9, 2024

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NASHUA CHILDREN'S HOME

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2023

(with comparative totals as of June 30, 2022)

	2023			
	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
Assets				
Current Assets				
Cash and cash equivalents	$ 439,761	$ 192,208	$ 631,969	$ 829,371
Accounts receivable	264,443	--	264,443	226,338
Grants receivable	8,499	--	8,499	19,942
Prepaid expenses	39,118	--	39,118	39,796
Total Current Assets	751,821	192,208	944,029	1,115,447
Noncurrent Assets				
Investments	4,310,377	53,867	4,364,244	4,088,939
Property and equipment, net	1,134,598	--	1,134,598	895,373
Total Noncurrent Assets	5,444,975	53,867	5,498,842	4,984,312
Total Assets	$ 6,196,796	$ 246,075	$ 6,442,871	$ 6,099,759
Liabilities and Net Assets				
Current Liabilities				
Accounts payable	$ 57,788	$ --	$ 57,788	$ 49,585
Accrued payroll and related liabilities	407,897	--	407,897	318,222
Incurred but not yet reported health claims	168,768	--	168,768	252,086
Total Current Liabilities	634,453	--	634,453	619,893
Notes Payable - City of Nashua	755,000	--	755,000	755,000
Total Liabilities	1,389,453	--	1,389,453	1,374,893
Net Assets				
Without donor restrictions:				
Undesignated	496,966	--	496,966	480,055
Board-designated	4,310,377	--	4,310,377	4,036,291
With donor restrictions:				
Time and purpose restricted	--	211,075	211,075	173,520
Perpetual endowment	--	35,000	35,000	35,000
Total Net Assets	4,807,343	246,075	5,053,418	4,724,866
Total Liabilities and Net Assets	$ 6,196,796	$ 246,075	$ 6,442,871	$ 6,099,759

The accompanying notes are an integral part of these financial statements.

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NASHUA CHILDREN'S HOME

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2023

(with summarized comparative totals for the year ended June 30, 2022)

	2023			
	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
Revenue and Support				
Revenue:				
Board and care	$ 4,099,042	$ --	$ 4,099,042	$ 4,283,300
School tuition	609,498	--	609,498	658,684
Investment income (loss), net	374,458	1,219	375,677	(703,894)
Rental revenue	31,334	--	31,334	26,319
Other revenue	5,448	--	5,448	41,139
Support:				
Contributions	458,190	91,845	550,035	589,725
Government grants	513,238	--	513,238	103,004
In-kind contributions	42,537	--	42,537	21,388
Net assets released from restrictions	55,509	(55,509)	--	--
Total Revenue and Support	6,189,254	37,555	6,226,809	5,019,665
Expenses				
Program Services				
Residential program	3,946,019	--	3,946,019	4,037,303
Educational program	593,840	--	593,840	845,391
Independent living	100,159	--	100,159	112,447
Transitional living	99,999	--	99,999	122,979
Total Program Services	4,740,017	--	4,740,017	5,118,120
Supporting Services				
General management	1,114,472	--	1,114,472	1,042,975
Fundraising	43,768	--	43,768	40,717
Total Supporting Services	1,158,240	--	1,158,240	1,083,692
Total Expenses	5,898,257	--	5,898,257	6,201,812
Change in Net Assets	290,997	37,555	328,552	(1,182,147)
Net Assets, Beginning of Year	4,516,346	208,520	4,724,866	5,907,013
Net Assets, End of Year	$ 4,807,343	$ 246,075	$ 5,053,418	$ 4,724,866

The accompanying notes are an integral part of these financial statements.

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NASHUA CHILDREN'S HOME

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2023

(with summarized comparative totals for the year ended June 30, 2022)

	2023									
	Program Services					Supporting Services				
	Residential Program	Educational Program	Independent Living	Transitional Living	Total Program Services	General Management	Fundraising	Total Supporting Services	2023 Total	2022 Total
Personnel Expense:										
Salary and wages	$2,443,557	$ 368,806	$ 60,113	$ 66,848	$2,939,324	$ 665,391	$ 30,767	$ 696,158	$3,635,482	$3,280,558
Employee benefits	610,963	91,188	18,238	18,238	738,627	164,487	8,771	173,258	911,885	1,587,878
Payroll taxes	183,655	27,545	4,009	5,045	220,254	46,232	2,138	48,370	268,624	255,783
Professional fees	4,188	1,047	--	--	5,235	65,028	--	65,028	70,263	110,942
Development and training	14,339	1,548	--	--	15,887	18,088	--	18,088	33,975	11,878
Occupancy expenses	274,310	51,070	12,407	3,810	341,597	4,822	--	4,822	346,419	343,324
Supplies	13,863	3,027	--	--	16,890	25,467	--	25,467	42,357	55,466
Food	109,911	12,356	25	169	122,461	211	--	211	122,672	124,616
Equipment maintenance	6,295	1,123	185	185	7,788	1,471	--	1,471	9,259	11,898
Advertising	4,317	--	--	--	4,317	16,158	--	16,158	20,475	20,028
Printing	--	--	--	--	--	9,450	--	9,450	9,450	495
Telephone	24,681	4,505	740	740	30,666	6,190	--	6,190	36,856	23,859
Postage	702	373	21	21	1,117	3,166	--	3,166	4,283	9,051
Staff travel	2,328	--	--	--	2,328	6,042	--	6,042	8,370	3,484
Client transportation	15,333	255	42	43	15,673	361	--	361	16,034	11,245
Vehicle maintenance	11,021	1,817	282	283	13,403	5,239	--	5,239	18,642	25,632
Other	2,584	1,378	11	10	3,983	31,219	--	31,219	35,202	31,166
Assistance to Individuals:										
Clothing - residence	15,384	--	--	--	15,384	--	--	--	15,384	11,463
Hygiene - residence	2,665	--	--	63	2,728	216	--	216	2,944	5,670
Insurance	88,545	13,364	2,178	2,422	106,509	24,111	1,115	25,226	131,735	128,202
Depreciation	77,571	11,708	1,908	2,122	93,309	21,123	977	22,100	115,409	127,786
In-kind Expenses:										
Clothing - residence	6,280	--	--	--	6,280	--	--	--	6,280	1,749
Food	9,300	275	--	--	9,575	--	--	--	9,575	2,960
Supplies	24,227	2,455	--	--	26,682	--	--	--	26,682	16,679
Total Expenses by Function	$3,946,019	$ 593,840	$ 100,159	$ 99,999	$4,740,017	$1,114,472	$ 43,768	$1,158,240	$5,898,257	$6,201,812

The accompanying notes are an integral part of these financial statements.

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NASHUA CHILDREN'S HOME

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2023

(with comparative totals for the year ended June 30, 2022)

	2023	2022
Cash Flows from Operating Activities		
Change in net assets	$ 328,552	$ (1,182,147)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	115,409	127,786
Realized gains	(25,670)	(146,968)
Unrealized (gains) losses	(276,601)	937,674
(Increase) decrease in:		
Accounts receivable	(38,105)	11,108
Grants receivable	11,443	(6,174)
Prepaid expenses	678	(20,068)
Increase (decrease) in:		
Accounts payable	8,203	45,747
Accrued payroll and related liabilities	89,675	(249,110)
Incurred but not yet reported health claims	(83,318)	79,826
Other liabilities	--	(1,350)
Net Cash Provided by (Used in) Operating Activities	130,266	(403,676)
Cash Flows from Investing Activities		
Purchase of fixed assets	(354,634)	(94,950)
Proceeds from sales of investments	1,514,503	1,128,925
Purchases of investments	(1,487,537)	(1,215,642)
Net Cash Used in Investing Activities	(327,668)	(181,667)
Net Change in Cash and Cash Equivalents	(197,402)	(585,343)
Cash and Cash Equivalents - Beginning of Year	829,371	1,414,714
Cash and Cash Equivalents - End of Year	$ 631,969	$ 829,371

The accompanying notes are an integral part of these financial statements.

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NASHUA CHILDREN'S HOME

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2023

NOTE 1 - ORGANIZATION

Nashua Children's Home (the Organization) is a nonprofit organization established to provide residential care, educational, and family preservation services to Nashua area children who cannot live at home or attend public schools due to a variety of factors. The Organization impacts children's lives through three primary service areas:

- Residential Program – A comprehensive care and service program for New Hampshire children and families. The Residential Program offers a wide range of recreational and social activities on and off grounds. Children are encouraged to utilize the community's recreational and cultural resources.
- Educational Program – Provides services for students with educational disabilities between the ages of 7 and 15. The Educational Program is designed for students who cannot be appropriately educated in less intensive programs within the public schools. The Educational Program is certified by the New Hampshire State Department of Education.
- Independent/Transitional Living Program - Assists young adults in transitioning into self-sufficiency and prevents long-term dependency on the social service system. Housing is provided at a nominal rent, along with continuing staff support and guidance for young adults that have exited the child-protective or juvenile justice system.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

BASIS OF FINANCIAL STATEMENT PRESENTATION

The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CHANGE IN ACCOUNTING PRINCIPLE

ASC 842, Leases

Effective July 1, 2022, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Under ASC 842, the Organization determines if an arrangement contains a lease at inception based on whether the Organization has the right to control the asset during the contract period and other facts and circumstances. The Organization elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. The Organization elected the short-term lease recognition exemptions for all leases that qualify. Consequently, for leases that qualify, the Organization will not recognize right-of-use assets or lease liabilities on the Statement of Financial Position. The adoption of ASC 842 did not have a material impact on the Organizations results of operations and cash flows as the rental agreements are month to month.

COMPARATIVE FINANCIAL INFORMATION

The accompanying 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 GAAP. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2022, from which the summarized information was derived.

CASH AND CASH EQUIVALENTS

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

ACCOUNTS RECEIVABLE

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable. Management has determined that no allowance is necessary.

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GRANTS RECEIVABLE

Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed. The allowance for uncollectable grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

INVESTMENTS

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair value in the Statement of Financial Position. Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

PROPERTY AND EQUIPMENT, NET

Property and equipment additions over $1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying value of property and equipment is reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2023 or 2022.

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NET ASSETS

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions.

Net Assets Without Donor Restrictions

Net assets without donor restrictions are net assets available for use in general operations and not subject to donor (or certain grantor) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions

Net assets with donor restrictions are net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity 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. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Organization recognizes revenue from contributions and grants that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, as net assets without donor restrictions.

REVENUE RECOGNITION

Revenue derived from board and care is recognized when the performance obligation of providing the services is met. Board and care revenue is billed twice monthly after the services are provided.

The Organization recognizes revenue from tuition during the year in which the related services are provided to students. The performance obligation of delivering educational services is simultaneously received and consumed by the students; therefore, the revenue is recognized when the performance obligation has been met. Payment for tuition is required the month prior to when the educational services are provided. Amounts received in advance are deferred and are reported as contract liabilities until the performance obligation is met.

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

Rental income is recognized monthly when the performance obligation of providing space/housing is satisfied.

The Organization recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

DONATED SERVICES AND IN-KIND CONTRIBUTIONS

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by GAAP. GAAP allows recognition of contributed services only if (a) the services create or enhance nonfinancial assets, or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair value of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

ADVERTISING COSTS

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FUNCTIONAL ALLOCATION OF EXPENSES

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. The majority of expenses are directly charged to the functional categories. The expenses that are allocated include salary and wages, employee benefits, payroll taxes, occupancy, depreciation, and insurance, which are allocated on the basis of time and effort estimates. Costs related to food and other certain occupancy costs are allocated based on budgetarily approved best estimates.

INCOME TAXES

The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose.

The Organization accounts for uncertain tax provisions under FASB ASC 740, Income Taxes, which provides a framework for how entities should recognize, measure, present, and disclose uncertain tax positions in their financial statements. The Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. Management has reviewed the Organization's reporting and believes they have not taken tax positions that are more likely than not to be determined to be incorrect by the IRS and, therefore, no adjustments or disclosures are required. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods pending or in progress.

ESTIMATES

The preparation of financial statements in conformity with 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 and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results may differ from those estimates.

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FINANCIAL INSTRUMENTS AND CREDIT RISK

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are made by diversified investment managers whose performance is monitored by the Board of Directors. Although the fair value of investments are subject to fluctuation on a year-to-year basis, the Board of Directors believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

FAIR VALUE MEASUREMENTS AND DISCLOSURES

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk.

Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

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NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FAIR VALUE MEASUREMENTS AND DISCLOSURES (CONTINUED)

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety at the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset or liability within the hierarchy is based upon the pricing transparency of the asset or liability and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

NEW ACCOUNTING STANDARDS TO BE ADOPTED IN THE FUTURE

Credit Losses

In June 2016, the FASB issued Accounting Standards Update (ASU) 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending June 30, 2024. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

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NOTE 3 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, were comprised of the following at June 30, 2023 and 2022:

	2023	2022
Financial assets at year-end:		
Cash and cash equivalents	$ 631,969	$ 829,371
Accounts receivable	264,443	226,338
Grants receivable	8,499	19,942
Investments	4,364,244	4,088,939
Total Financial Assets	5,269,155	5,164,590
Less amounts not available to be used within one year:		
Board-designated endowment	(4,310,377)	(4,036,291)
Net assets with donor restrictions:		
Perpetual endowment - held in investments	(35,000)	(35,000)
Time and purpose restrictions not expected to be met in less than one year	(106,721)	(70,916)
Total Financial Assets Available Within One Year	$ 817,057	$ 1,022,383

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

The Board-designated endowment is subject to an annual spending rate as determined by the Board of Directors. Although there is no intention to spend from the Board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation) these amounts could be made available if necessary.

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NOTE 3 - LIQUIDITY AND AVAILABILITY (CONTINUED)

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable consisted of the following at June 30, 2023 and 2022:

	2023	2022
Board and care	$ 259,853	$ 207,705
School tuition	--	14,845
Transitional living rent	4,590	3,788
Total	$ 264,443	$ 226,338

NOTE 5 - INVESTMENTS

Investments, measured at fair value on a recurring basis and categorized in the fair value hierarchy as Level 1, consisted of the following at June 30, 2023 and 2022:

	2023	2022
Mutual funds	$ 2,551,060	$ 2,126,374
U.S. common stocks	1,219,976	1,056,741
Money market funds	81,111	132,136
Exchange-traded funds	512,097	773,688
Total	$ 4,364,244	$ 4,088,939

Unrealized gains and (losses) on equity securities recognized during fiscal years 2023 and 2022 totaled $276,601 and $(937,674), respectively.

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NOTE 6 - PROPERTY AND EQUIPMENT, NET

Property and equipment, net was comprised of the following at June 30, 2023 and 2022:

	2023	2022
Land and land improvements	$ 289,425	$ 283,005
Buildings and improvements	3,998,845	3,675,490
Furniture, fixtures, and equipment	289,480	264,621
Vehicles	186,745	186,745
	4,764,495	4,409,861
Less accumulated depreciation	(3,629,897)	(3,514,488)
Total	$ 1,134,598	$ 895,373

Depreciation expense totaled $115,409 and $127,786 for the years ended June 30, 2023 and 2022, respectively.

NOTE 7 - SELF-INSURANCE

The Organization self-insures against claims for employee health coverage. The Organization contracts with an insurance carrier for excess liability coverage and an insurance consultant for claims processing. At June 30, 2023 and 2022, the claims liability of $168,768 and $252,086, respectively, represents an estimate of claims incurred but unpaid at fiscal year-end, based on past historical costs and claims paid subsequent to fiscal year-end.

NOTE 8 - NOTES PAYABLE - CITY OF NASHUA

The Organization has two notes payable dated May 27, 2004 and September 8, 2003 totaling $755,000 to the City of Nashua, New Hampshire under the HOME Investment Partnership Program (HIPP) and the Economic Development Initiative Program (EDIP). These notes are secured by mortgages on the 123 Amherst Street property. The terms of the notes state as long as the Organization complies with certain restrictions contained in the loan agreement related to use of the property no repayment is required. The HIPP note payable will be discharged by the City of Nashua in November 2027. The EDIP loan remains does not have a specific discharge date. Instead, the terms of the loan state that the loan is to be repaid when the property is sold or transferred.

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NOTE 9 - ENDOWMENT

TYPES OF FUNDS

The Board of Directors of the Organization has interpreted the New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted (a) the original value of the gifts donated, (b) the original value of subsequent gifts, and (c) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as purpose restricted until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

The Organization's endowment consists of funds established either by donors (referred to as donor-restricted endowment funds) and/or by resources set aside by the Board of Directors to function as endowments (referred to as Board-designated endowment funds). Donor-restricted endowment funds are further divided into those that provide a perpetual source of support for the Organization's activities (referred to as perpetual endowments) and those that are restricted by donors to investment for a specified term (referred to as term 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.

INVESTMENT AND SPENDING POLICIES

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, while growing the funds if possible.

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NOTE 9 - ENDOWMENT (CONTINUED)

INVESTMENT AND SPENDING POLICIES (CONTINUED)

The Organization's Board of Directors determines annually the amount of distribution each year based on the endowment fund's average fair value of the prior 12 quarters through the calendar year-end preceding the fiscal year in which the distribution is planned. 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 various funds, (2) the purposes of the donor-restricted endowment funds, (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 Organization's investment policies.

FUNDS WITH DEFICIENCIES

Due to market conditions, 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. There were no deficiencies at June 30, 2023 and 2022.

CHANGES IN ENDOWMENT NET ASSETS

Changes in endowment net assets for the year ended June 30, 2023 were as follows:

	Without Donor Restrictions	With Donor Restrictions			
	Board Designated	Term Endowment	Perpetual Endowment	Total With Donor Restrictions	Total Endowment Net Assets
Endowment net assets, beginning of year	$ 4,036,291	$ 17,648	$ 35,000	$ 52,648	$ 4,088,939
Investment income, net	374,086	1,219	--	1,219	375,305
Transfer to operations	(100,000)	--	--	--	(100,000)
Endowment Net Assets, End of Year	$ 4,310,377	$ 18,867	$ 35,000	$ 53,867	$ 4,364,244

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NOTE 9 - ENDOWMENT (CONTINUED)

CHANGES IN ENDOWMENT NET ASSETS (CONTINUED)

Changes in endowment net assets for the year ended June 30, 2022 were as follows:

	Without Donor Restrictions	With Donor Restrictions			
	Board Designated	Term Endowment	Perpetual Endowment	Total With Donor Restrictions	Total Endowment Net Assets
Endowment net assets, beginning of year	$ 4,739,709	$ 18,219	$ 35,000	$ 53,219	$ 4,792,928
Investment loss, net	(703,418)	(571)	--	(571)	(703,989)
Endowment Net Assets, End of Year	$ 4,036,291	$ 17,648	$ 35,000	$ 52,648	$ 4,088,939

NOTE 10 - NET ASSETS

BOARD-DESIGNATED NET ASSETS

Net assets without donor restrictions, which the Board of Directors has placed self-imposed limits on, are comprised of an endowment fund (see Note 9).

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NOTE 10 - NET ASSETS (CONTINUED)

NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions were comprised of the following at June 30, 2023 and 2022:

	2023	2022
Subject to expenditure for specified purpose:		
Christmas gifts	$ 250	$ 1,008
Transitional Living Program scholarships	48,099	48,099
Secondary education scholarships (endowment)	18,867	17,648
Special education services	100	100
Summer camp tuition	54,565	52,065
Ice skating	6,500	1,500
Subject to the passage of time:		
Independent Living Program	82,694	53,100
Total Time and Purpose Restricted	211,075	173,520
Perpetual endowment	35,000	35,000
Total	$ 246,075	$ 208,520

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by the passage of time as follows for the years ended June 30, 2023 and 2022:

	2023	2022
Subject to expenditure for specified purpose:		
Christmas gifts	$ 758	$ 9,000
Summer camp tuition	5,000	5,000
Subject to the passage of time:		
Independent Living Program	49,751	80,356
Total	$ 55,509	$ 94,356

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NOTE 11 - CONTRIBUTIONS

Contributions received in fiscal years 2023 and 2022 were comprised of the following:

	2023	2022
Unrestricted contributions	$ 458,190	$ 503,425
Restricted for:		
Independent Living Program	79,345	73,100
Christmas gifts	--	8,200
Iceskating	5,000	--
Summer camp tuition	7,500	5,000
Total	$ 550,035	$ 589,725

NOTE 12 - CONTRIBUTED NONFINANCIAL ASSETS

The Organization received the following contributions of nonfinancial assets for the years ended June 30, 2023 and 2022:

	2023	2022
Clothing - residence	$ 6,280	$ 1,749
Food	9,575	2,960
Supplies	26,682	16,679
Total	$ 42,537	$ 21,388

Donated clothing for the Residential Program is valued based on U.S. retail prices of identical products using pricing data under a 'like kind' methodology considering the goods' conditions and utility for use at the time of contribution.

Donated food for the Residential Program is valued based on estimated fair value based on current prices for each food category.

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NOTE 11 - CONTRIBUTIONS

Contributions received in fiscal years 2023 and 2022 were comprised of the following:

	2023	2022
Unrestricted contributions	$ 458,190	$ 503,425
Restricted for:		
Independent Living Program	79,345	73,100
Christmas gifts	--	8,200
Iceskating	5,000	--
Summer camp tuition	7,500	5,000
Total	$ 550,035	$ 589,725

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NOTE 12 - CONTRIBUTED NONFINANCIAL ASSETS (CONTINUED)

Donated supplies utilized for the Residential and Educational programs, as well as the general management of the Organization, are valued at estimated fair value based on current prices for similar supplies.

There were no associated donor restrictions with the above contributed nonfinancial assets.

NOTE 13 - RETIREMENT PLAN

All full-time employees may contribute up to 20% of gross wages to a 403(b) plan beginning on the first day of the month following the date of hire. The Organization is not required to contribute to this plan. In fiscal years 2023 and 2022, the Organization did not contribute to the 403(b) retirement plan.

NOTE 14 - CONCENTRATION OF RISK

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended June 30, 2023 and 2022, funding from the State of New Hampshire accounted for 72% and 86%, respectively, of total revenues.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

GRANTS

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's Uniform Guidance, and review by grantor agencies. This review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

NOTE 16 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 9, 2024, which is the date the financial statements were available to be issued.

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2024 BOARD OF DIRECTORS
NASHUA CHILDREN'S HOME

Updated: 12/20/24

Bob Black PRESIDENT Sales 2008	Oscar Villacis VICE PRESIDENT Media 2022	Matt Fentross Executive Director 2024
Diane L. Bourque TREASURER Accounting 2011	Katy Shay SECRETARY Banking 2024	Kathleen Martin Administration 2005
David M. Cheney Security 2023	Lorri Rich Human Resources 2024	Eleni Eliades Non-profit 2024
David Foreman Bank Officer	Drew Hefflefinger Financial Advisor	

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MATTHEW R. FENTROSS

[redacted]

PROFESSIONAL SUMMARY

Dependable employee seeking opportunity to expand skills and contribute to agency success. Considered hardworking, ethical and detail-oriented. Embracing of new programs and initiatives in an effort to improve quality of services.

SKILLS

- Personal: Verbal & Written Communication, Interpersonal Relations
- Computer: Windows, MS Word, Excel, PowerPoint, Internet, E-Mail
- Teamwork, Strong Work Ethic, Initiative, Critical Thinker, Problem Solving
- Certified Trainer in Ukeru Systems and Crisis Prevention Institute
- Organized & Goal Oriented

EXPERIENCE

December 2008 - Current

Executive Director/Residential Director/Assistant Residential Director/Residential Supervisor/Residential Counselor

Nashua Children's Home | Nashua, NH

- Development and implementation of programming for one of New Hampshire's largest, and longest-standing residential treatment program for at-risk youth.
- Primary responsibility for personnel management within the Residential Program, including hiring and evaluation of staff as well disciplinary matters as required.
- Representation of Nashua Children's Home in court, and with local police departments, advocacy groups and other service providers.
- Sourced and gathered critical knowledge from skilled experts to use in training modules.
- Conduct interviews of youth referred to the program and make admission decisions.
- Budget development and monitoring usage of program funds.
- Identification of areas in need of supplemental revenue to include capital projects and external activities and opportunities for children.
- Representation of Nashua Children's Home at fund-raising events.
- Representation of Nashua Children's Home before the New Hampshire legislature.
- Program planning, development and day-to-day management of children, property and staff within the program.

Therapeutic Mentor February 2016 - February 2020

Greater Malden Behavioral Health | Malden, MA

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•Provided one-on-one strength-based support services for youth.
•Coach and train youth in age-appropriate behaviors through social activities.
•Develop treatment plan in collaboration with youth and those involved in case.

Therapeutic Mentor — September 2011 - February 2016
Pyramid Builders | Lynn, MA

- Provided one-on-one strength-based support services for youth.
- Coach and train youth in age-appropriate behaviors through social activities.
- Develop treatment plan in cooperation with youth and those involved in case.

EDUCATION

Master of Science - Nonprofit Administration — October 2022
Louisiana State University, Shreveport, LA

- Graduated with 4.0 GPA
- National Honor Society: Nu Lambda Mu- Nonprofit Academic Centers Council
- Relevant Coursework: Grant Writing, Financial Management, Resource Development, Administrative Law of Nonprofit Organizations, Nonprofit Human Resource Administration, Governance and Decision Making,

Bachelor of Arts Criminology — December 2008
Auburn University, Auburn, AL

ACCOMPLISHMENTS

- Certifications: Non-Violent Crisis Prevention Certified Instructor Ukeru Systems Certified Instructor, CPR, First Aid, Handle With Care Behavior Management System
- Volunteer Work: Amherst Land Trust, Board Trustee

REFERENCES

References Available Upon Request

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LAURA BENEVIDES

COMPLIANCE OFFICER

CONTACT

EDUCATION
Western Michigan University
BS Public Relations
1985-1989

SKILLS

Problem solving
Teamwork
Leadership
Organization
Empathy

PROFICIENCY
MS Excel
USDA SNP Regulations
CARF Regulations

RECOGNITION

Mark S. Rowland Exemplary Service Citation Award
May 2001

ABOUT ME

Compliance Officer with 20+ years of experience working in non-profit. Experience includes organizing and presenting trainings, preparing reports, maintaining and updating state-based roster, monitoring USDA SNP regulations, and promoting, implementing and maintaining compliance for state agencies and accreditation.

EXPERIENCE

NASHUA CHILDREN'S HOME:
Residential Program 1993-2001 & 2003-present
Residential Counselor 1993-1999
- Part of a team of primary caregivers providing a safe, healthy, therapeutic and nurturing home environment to children between the ages of 7 and 18 yrs. old who were removed from their home by the State of NH.

Assistant Residential Director 1999-2001 & 2003-2020
- Responsibilities included making behavioral management decisions, development of staff, interactions with various community representatives and stakeholders, occasional court review participation.

Residential Recreational and Volunteer Coordinator 2003-2020
- Organized and implemented recreational activities and events for residents and their families.
- Managed the coordination of community volunteers.

Residential Training Coordinator 2003-2020
- Organized, implemented and often presented staff trainings to meet requirements mandated by state agencies.

Compliance Officer 2020-present
- Responsible for drafting policy and procedures, monitoring the execution of such in order to maintain conformance and compliance for accreditation and state licensing agencies.

CARNIVAL CRUISE LINES
Youth Program 1991-1993
Youth Activity Coordinator, on-board 1991-1993
- Responsible for the coordination and implementation of onboard activities for children 4-18 years old. Worked with the Cruise Director for special events.

Youth Activity Director, Miami Corporate Office. 2 months
- Responsible for youth activity programming for entire fleet. Worked closely with Director of Operations.

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Kennedy Dowling

Professional Summary

Dedicated to helping others in all fields and aspects of social work. Looking forward to practicing and learning social work skills in the workplace. Always bringing a positive attitude to work and flexible.

Education

Bachelor of Arts: Social Work — August 2019

Eastern Nazarene College - Quincy, MA

- Course work includes: Generalist Practice with Individuals and Families; Generalist Practice with Groups; Generalist Practice with Organizations and Communities; Human Behavior and the Social Environment; Advocacy; Human Trafficking; Substance Abuse; Child Welfare; Marriage and Family Relations; and Social Policy Analysis

Training and Certifications

- CPR and First Aid Certified (Red Cross) — Summer 2022
- ARC (Attachment, Regulation, Competency) Training — Fall 2021
- CPI — Summer 2022

Employment

Internship — August 2018 to March 2019

Clinical Intern at Eliot Assessment Unit: Rayne Academy (DYS)- Braintree, MA

- Creates and leads DBT groups twice a week
- Co-write assessments- Work with clinicians to write assessments on needs of youth in the unit prior to going to treatment
- Plan Family Engagement nights each month

Internship — March 2019 to May 2019

Support Staff- Father Bill's Mainspring Homeless Shelter- Quincy, MA

- Preform searches on clients upon arrival
- Assist them in finding permanent living
- Assist them in job searching
- Assist them in applying for TANF

Residential Supervisor

Nashua Children's Home- Nashua, NH — February 2020-Present

- Provide guidance, training, and support to ensure staff members are effectively carrying out their duties
- Ensure the implementation of person-centered approaches to meet residents' unique needs
- Provide leadership and supervision to residential staff, ensuring a cohesive and high-functioning team

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- Oversee the day-to-day operations of residential programs, ensuring adherence to established standards and regulations
- Collaborate with program staff to develop and implement effective treatment plan
- Conduct regular staff meetings, training sessions, and performance evaluations
- Work closely with clinical professionals to develop and monitor individualized care plans for residents
- Respond to crisis situations promptly and effectively, providing guidance to staff in crisis management
- Collaborate with team members to develop and implement crisis prevention strategies
- Maintain accurate and up-to-date records of resident interactions, staff reports, and program activities
- Monitor and evaluate program effectiveness, implementing improvements as needed
- Ensure compliance with organizational policies, licensing standards, and relevant regulations

Residential Counselor II

Nashua Children's Home- Nashua, NH January 2020-Febuary 2020

- Provided individual and group counseling to residents, addressing their unique needs and challenges
- Collaborated with clinical professionals to develop and implement treatment plans
- Assisted in the development and coordination of residential programs and activities
- Supervised and lead program staff, ensuring adherence to best practices and program goals
- Conducted comprehensive assessments and evaluations of residents to inform treatment plans
- Monitored and updated resident records, ensuring accuracy and compliance with regulatory standards
- Collaborated with team members to develop and implement crisis management plans
- Facilitated training sessions for staff on best practices, policies, and procedures
- Additionally, assumed the role of intermittent unit supervisor when needed

Residential Counselor I May 2019-January 2020

Nashua Children's Home- Nashua, NH

- Collaborated with senior staff to implement individualized care plans for residents through a trauma informed lens
- Provided emotional support and encouragement to residents, fostering a positive and inclusive atmosphere
- Assisted residents with daily living activities, including meal preparation, personal hygiene, and recreational activities
- Collaborated with senior staff to implement individualized care plans for residents
- Participated in team meetings to discuss resident progress and address any challenges
- Followed established protocols for crisis prevention and de-escalation
- Maintained accurate and up-to-date records of resident interactions and activities
- Encouraged residents to participate in community activities and events

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Peter J. Musumano

EDUCATION

University of New Hampshire (Durham, NH), M.S.W. — **September 2020**

Northeastern University (Boston, MA), B.S. in Psychology with Minor in Sociology — **May 2009**

EXPERIENCE

Clinical Coordinator | **Nashua Children's Home, Nashua, NH** — **June, 2024 –Present**
- Work to ensure treatment plans are implemented residentially
- Participate in interviews for admission to residential program
- Liaise with outside agencies regarding matters of clinical concern
- Conduct record reviews to maintain best practices

Child and Family Therapist | **Nashua Children's Home, Nashua, NH** — **2019 –Present**
- Deliver individual therapy sessions to a caseload of residents
- Craft and present quarterly reports on youth's progress
- Generate individualized treatment plan for each resident on caseload
- Offer varied interventions to a range of ages and addressing targeted goals

School Social Work Internship | **Parthum Elementary School, Lawrence, MA** — **2019 –2020**
- Aided supervisor in PBIS tasks and intervention
- Participated in restorative justice circles
- Facilitated "enrichment" groups of 10-20 students
- Offered socioemotional-based therapeutic services to caseload of ten individuals

School Social Work Internship | **Nashua High School North, Nashua, NH** — **2019**
- Provided individual therapy to a caseload of students
- Co-facilitated group therapy to students with exposure to S.U.D.
- Assisted school social worker with school-wide initiatives
- Acted as socio-emotional support

Assistant Residential Supervisor | **Nashua Children's Home, Nashua, NH** — **2017 –2020**
- Supervised shifts on unit of 12 youth and executed residential programming on a daily basis
- Trained new employees in daily operations/interactions with youth
- Organized community outings/activities
- Fostered relationships between staff and youth

Residential Counselor II | **Nashua Children's Home, Nashua, NH** — **2016 –2017**
- Managed the welfare, care, and educational achievement of children aged ten to sixteen
- Mentored children in need to cultivate daily living skills and independence
- Trained to respond to mental health and behavioral issues as well as physical incidents

Residential Counselor I | **Nashua Children's Home, Nashua, NH** — **2014 –2016**
- Partook in weekly treatment team meetings to develop residential goals
- Enforced daily routine and structure
- Scheduled and facilitated health care appointments
- Certified to dispense prescription medications

Skills

Crisis Prevention Institute Trained
Handle With Care Trained
Ukuru Trained
CPR Certified

Miscellaneous

Active member of Big Brothers Big Sisters of New Hampshire, matched February 2015-2020

References to be furnished upon request

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DANIELE FERREIRA
[redacted]

Objective: Leadership position in social services agency utilizing my breadth of experience and abundant talents creatively, organizationally and relationally.

Education: Bachelor Art, Psychology
Southern New Hampshire University, Manchester, NH
October 2007
Major: Psychology Minor: Sociology

Experience: Nashua Children's Home, Nashua, NH, September 2007-Present
January 2020-Present (Recruitment, Training & Recreation Coordinator)
-Responsible for all aspects of staff recruitment and training, inclusive of advertising, contacting applicants, interviewing, hiring and training.

-Coordinates all aspects of recreational programming for residential treatment facility serving 46 at-risk youth.

-Responsible for individualized programming for children as well. Coordinates holiday programming. Responsible for management of agency's social media page.

May 2009-December 2019 (Residential Supervisor: Younger Girls Unit)
–Responsible for all aspects of care and programming for residence of 12 latency-aged at-risk girls.

-Responsible for administrative functions, preparation of treatment summaries, liaison with parents and collateral agencies.

-Responsible for supervision of up to eight residential counselors, including the preparation of annual evaluations.

September 2007-May 2008 (Residential Counselor: Younger Girls Unit
-Responsible for implementation of daily routine, activities programming and behavioral support for unit of 12 latency-aged girls.

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Lori Wilshire, PHR

WORK EXPERIENCE

11/92 to Present **NASHUA CHILDREN'S HOME**, 125 Amherst Street, Nashua NH 03064

Business Manager

- Payroll and benefits for a mid-sized non-profit agency
- Maintain HRIS (Human Resource Information System)
- Oversee financial/support staff
- Facility management of six properties
- Provide employment and mentoring opportunities for residents
- Active in event planning, corporate giving programs and volunteer projects
- Senior management team

06/82 to 11/92 **NASHUA HOUSING AUTHORITY**, 40 East Pearl St, Nashua, NH 03060

Director of Management and Occupancy

- Administer Section 8 and public housing programs consisting of 1,156 units
- Maintained Federal Regulation guidelines relative to housing authority policy
- Reported to Department of Housing and Urban Development
- Consulted with legal counsel regarding lease enforcement issues including court appearances
- Negotiated rents with landlords and held open forum discussions/briefings.
- Conducted informal hearings in accordance with NHA's Grievance Policy
- Supervise occupancy staff

Director of Finance

- Manage finance department
- Purchasing, payroll and employee benefits
- Senior management team

EDUCATION AND CREDENTIALS

- Human Resources Certificate, University of New Hampshire, April 2005
- Certified as Professional in Human Resources, PHR, HRCI, Dec 2003-present
- Attended New Hampshire College, 1993-94
- Associates Degree in Business Administration, Hesser College, May 1987

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: **Nashua Children's Home**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Matthew Fentross	Executive Director (80% via contract)	$120,000.00	$150,000.00
Laura Benevides	Compliance Officer (100% via contract)	$76,252.80	$76,252.80
Kennedy Dowling	Residential Director (100% via contract)	$104,550.94	$104,550.94
Peter Musumano	Clinical Coordinator (100% via contract)	$81,801.98	$81,801.98
Lori Wilshire	Business Manager (80% via contract)	$87,370.19	$109,212.74
Daniele Ferreira	Training and Recruitment Coor. (100% via contract)	$88,473.06	$88,473.06

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NRC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	166896	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
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

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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**	

Docusign Envelope ID: E6FF30D7-C4FE-4840-99CD-EBC62E1FBB71

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.

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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.

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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 Nashua Children's Home ("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:

   $ 18,748,166

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	• 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)*

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 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

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 – Children's Home Level 2	
Residential for eligible youth per day until 6/30/2023	$329.93

Program – Children's Home Level 2	
Residential for eligible youth per day effective	$422.18

4.1.2. Billings shall occur 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: $18,748,166.00

4.5.2. SFY 22: $3,268,320.00

4.5.3. SFY 23: $3,268,320.00

4.5.4. SFY 24: $6,105,763.00

4.5.5. SFY 25: $6,105,763.00

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

11/27/2023

Date

DocuSigned by:
Katja S. Fox
2ADEEC7D61684E3...

Name: Katja S. Fox

Title: Director

Nashua Children's Home

11/22/2023

Date

DocuSigned by:
Dave Villiotti
4F2819D311CF4E5...

Name: Dave Villiotti

Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023

Date

DocuSigned by:
Robyn Guarino
74873484941400...

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. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,691.00	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	$145,276,814.18

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.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-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

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

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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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	83
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

1 Robert Rodier, Administrator for DCYF

2 Richard Serette, Administrator for DCYF

3 Shawn Bakey, Program Specialist IV, CBH

4 Paige Morgan, Youth Voice

5 Tanja Godfredson, Business Administrator, Finance

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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	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	76
5	Mentor 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. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Buxton, Administrator, DCYF

4 Tanja Oochtredon, Business Administrator, Finance

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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 3

	Proposer Name	Name/Program	TOTAL SCORE
1	Devereux Foundation	Devereux Level 3 Intensive	74
2	Easter Seals	PJ Boys - Intensive	93
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	90
5	Easter Seals	PJ Kid - Intensive	91
6	Home for Little Wanderers	Wyeth	73
7	Mercy 4th (MountFreedomHive)	Mentor	93
8	Mount Prospect Academy, Inc.	Option A Adv Women	87
9	Mount Prospect Academy, Inc.	Option A Hall Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSG Rumney	84
11	Mount Prospect Academy, Inc.	Option A Rumney Plym	84
12	Mount Prospect Academy, Inc.	Option C Cent Hampton	85
13	Mount Prospect Academy, Inc.	Option C Cent Plym	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campton	93
15	Pine Haven Boys Center	Pine	75
16	Spaulding Academy & Family Services	FFP	93
17	Spaulding Academy & Family Services	HRP	90
18	Spaulding Academy & Family Services	MP	90
19	St. Anns Home, Inc.	Option A	87
20	St. Anns Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	81
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lambert, Program Specialist IV, CDH
2 Paulette Powell, Program Specialist IV, CDH
3 Kathleen Talbot, Program Specialist IV, CDH
4 Jessica Hardacker, Administrator, DCYF
5 Kara Leonard, Administrator, Finance
6 Rebecca Lavoie, Financial Reporting Adm

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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	89
3	Mount Prospect Academy, Inc.	Option D ERT Compton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	97
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CBH
2 Adele Bauman, Administrator, CBH
3 Erica Urgonell, Director for CBH
4 Rebecca Frederic, Administrator, DCE
5 Tanja Oodfredsen, Business Administrator, Finance
6 Elizabeth Lafontaine, Administrator, Finance

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FORM NUMBER P-37 (version 12/11/2019)

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 Nashua Children's Home		1.4 Contractor Address 125 Amherst Street, Nashua, NH 03064	
1.5 Contractor Phone Number (603) 883-3851	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $9,804,960
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: Dave Villiotti Date: 6/11/2021		1.12 Name and Title of Contractor Signatory Dave Villiotti, Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 6/15/2021		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: DocuSigned by:		On: 6/15/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DV

Date 6/11/2021

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

1.11. Staffing, Training and Development

1.11.1. Talent Strategy

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

1.11.2. Staffing Ratios

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department .

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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1.19.4.5. Coordination of education services, and/or

1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:

1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.

1.19.5.2. The age and developmental level of the population.

1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.

1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:

1.20.2.1. Safety

1.20.2.2. Trustworthiness and Transparency

1.20.2.3. Peer Support

1.20.2.4. Collaboration and Mutuality

1.20.2.5. Empowerment, Voice and Choice

1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds

Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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Reserved				
Level of Care 2, Intermediate Treatment	Nashua Children's Home	Nashua, NH	46	N/A
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
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, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

2.6.2.2. Supervision dependent on the need of the individual and program model.

2.6.2.3. Community Supports

2.6.2.4. Access to public school education or alternative approved educational setting

2.6.2.5. Specialized social services

2.6.2.6. Behavior management,

2.6.2.7. Recreation

2.6.2.8. Clinical Services

2.6.2.9. Family Services

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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

2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

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2.6.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.6.3.3. The Contractor shall work with the Department to assure that they are meeting the requirements of QRTP and Family First Prevention Services Act (FFSPA) or accreditation. Should it be determined that the level of nursing or clinical does not meet the requirement of FFSPA or accreditation the Contractor shall work with the Department to meet the requirements.

2.6.4. Supported Visits

2.6.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.6.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.6.5. Educational Services

2.6.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.6.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.6.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or

supporting individuals pursing higher education or independent living with the following but not limited to:

2.6.5.4.1. Transitional Services.
2.6.5.4.2. Vocational Services.
2.6.5.4.3. Formal Education.
2.6.5.4.4. Training Programs.
2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.6.6.1.1. Court Hearings.
2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.6.6.1.4. Recreation (clubs, sports, work).

2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

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2.6.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.6.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.6.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.6.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.6.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.6.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.6.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.7. Reserved

2.8. Reserved

2.9. Reserved

2.10. Reserved

2.11. Reserved

2.12. Reserved

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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. Nashua Children's Home

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	No Variation
Direct Care 2nd shift	Milieu 1:4	Combined with 1st shift (No Variation)
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	No Variation
Clinical Ratio	1:10	1:8
Family Worker	1:8	Combined with Clinical
Family Therapist	Not required	Combined with Clinical
Transportation	Not Required	Not Allocated
Case Manager	See Family Worker	Combined with Clinical
Board certified behavioral analyst (BCBA)	Not required	Not Allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client	Not Allocated

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	needs	
Psychiatrist	Not required	Not Allocated
Psychologist	Not required	Not Allocated
Medical Doctor, APRN	Not required	Not Allocated
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.4.1.2. The Contractor shall provide residential treatment services for individuals with the following specialty needs, to be determined by an independent assessor, which includes, but is not limited to:

3.4.1.2.1. Intellectual and Developmental Disability (IDD);
3.4.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
3.4.1.2.3. Neurobehavioral needs;
3.4.1.2.4. Gender Identity;
3.4.1.2.5. Aggressive behavior;
3.4.1.2.6. Episodes Moderate Self-Injurious Behaviors;
3.4.1.2.7. Problematic Sexual Behavior
3.4.1.2.8. Eating Disorder
3.4.1.2.9. Human Trafficking

3.5. Reserved

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

DS DV

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
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

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Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

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

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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:

Table B

Category	Key performance metrics
Referral	○ % 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	○ % 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	○ % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* ○ Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	○ 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 (*based on internal data which DHHS will access through CME and DCYF system)*

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	▫ % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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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 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),

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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.

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 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.

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,

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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.

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Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 – Childrens Home Level 2	
Residential for eligible youth per day	$329.93

4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services

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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.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $9,804,960.00

4.5.2. SFY 22: $3,268,320.00

4.5.3. SFY 23: $3,268,320.00

4.5.4. SFY 24: $3,268,320.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor* Number by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

7.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

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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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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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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:

DocuSigned by:
Dave Villiotti
Name: Dave Villiotti
Title: Executive Director

6/11/2021
Date

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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:

6/11/2021
Date

DocuSigned by:
Dave Villiotti
Name: Dave Villiotti
Title: Executive Director

Vendor Initials DV
Date 6/11/2021

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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

Contractor Initials DS DV

Date 6/11/2021

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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:

6/11/2021
Date

DocuSigned by:
Dave Villiotti
Name: Dave Villiotti
Title: Executive Director

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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.

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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:

6/11/2021
Date

DocuSigned by:
Dave Villiotti
Name: Dave Villiotti
Title: Executive Director

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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:

DocuSigned by:
Dave Villiotti

6/11/2021
Date

Name: Dave Villiotti
Title: Executive Director

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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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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	Nashua Children's Home
The State by:	Name of the Contractor
Katja Fox	Dave Villiotti
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Dave Villiotti
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/15/2021	6/11/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Dave Villiotti

6/11/2021
Date

Name: Dave Villiotti
Title: Executive Director

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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: 151060936

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ____ NO X YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   X NO ____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:	David Villiotti	Amount:	$138,721
Name:	Joanne Burdett Dion	Amount:	$95,000
Name:	Lori Wilshire	Amount:	$79,030
Name:	Brian Boothroyd	Amount:	$75,608
Name:	James Duffy	Amount:	$70,000

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Orion House, Incorporated ("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 June 28, 2023 (Item #43), 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $8,355,437

3. Modify Exhibit B, Scope of Services, by adding Section 1.10.1., to read:

4. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

      1.10.2.1. Considerations and action steps required to become a non-IMD;

      1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

      1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

5. 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, 2301NHFOST and 2401NHFOST.

      1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

      1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

      1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

6. Modify Exhibit C, Payment Terms, Section 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 4.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

4.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

4.1.2. A copy of the most recent independent financial audit;

4.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

4.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

4.1.5. Additional clarifying information may be required upon request.

4.1.6.

Program - Orion House Level 1	
Residential for eligible youth per day until 6/30/2023	$184.39
Program - Orion House Level 2	
Residential for eligible youth per day until 6/30/2023	$316.36

Program - Orion House Level 1	
Residential for eligible youth per day effective 7/1/2023	$281.21
Program - Orion House Level 2	
Residential for eligible youth per day effective 7/1/2023	$353.32

4.1.7. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.1.8. The Contractor shall work with the Department to support a sustainable rate structure.

7. Modify Exhibit C, Payment Terms, Section 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: $8,287,960.00

4.5.2. SFY 22: $433,685.00

4.5.3. SFY 23: $1,648,279.00

4.5.4. SFY 24: $1,564,600.00

4.5.5. SFY 25: $1,564,600.00

4.5.6. SFY 26: $1,538,398.00

4.5.7. SFY 27: $1,538,398.00

DS
DP

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

Orion House, Incorporated

5/8/2025
Date

DocuSigned by:
Danielle Paranto
3241034ADFBB45A...
Name: Danielle Paranto
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146O
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 State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ORION HOUSE, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 10, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66567**
Certificate Number: **0006239817**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, ___ JoD Burnham_____,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 ___ Orion House_____.
(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 12_____,20_24_, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That, Danielle Paranto, ExecutiveDirector_____(may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ___ Orion House_____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/5/25

Attest: _____
JoD Burnham
Signature of Business Manager

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ORIOPRE-02 JHUNTLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
World Insurance Associates, LLC

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Allied Eastern Indemnity Company	11242
INSURER C : LLoyds of London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Orion Prevention Information & Education Inc.; Day Orion Individual Treatment dba Granite Hill School; Orion House
139 Elm Street
Newport, NH 03773

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2709651-000	2/17/2025	2/17/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY			PHPK2709652-000	2/17/2025	2/17/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB918869-000	2/17/2025	2/17/2026	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0000589244-2025A	4/18/2025	4/18/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Abuse & Molestation			B0621PORI0IO006525	2/17/2025	2/17/2026	Abuse/Molestation	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes Orion Prevention Information & Education Inc., Day Orion Individual Treatment dba Granite Hill School; Orion House

CERTIFICATE HOLDER

NH Dept of Health & Human Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ORION HOUSE
Guiding our Youth for over 40 years

MISSION STATEMENT

The Orion House will embrace the strengths and acknowledge struggles as we join with youth to promote growth so that each may pursue personal wellbeing and independence.

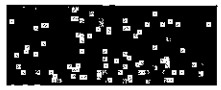
VISION STATEMENT

Orion House strives to provide a structured and nurturing environment that addresses the behavioral, emotional, familial and adult living needs of each resident.

ORION HOUSE, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2024 AND 2023



ORION HOUSE, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

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ALTA CPA GROUP

Independent Auditor's Report

To the Members of the Board of
Orion House, Inc.

Opinion

We have audited the accompanying financial statements of Orion House, Inc. which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Orion House, Inc., as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Orion House, Inc., and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Orion House, Inc's. ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

59 Franklin Street, 2nd Floor
Annapolis, MD 21401

Auditor's Responsibilities for the Audit of the Financial Statements

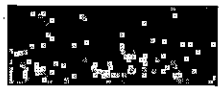
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Orion House, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Orion House, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

August 26, 2024



ORION HOUSE, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2024 AND 2023

	2024	2023
ASSETS		
Current Assets:		
Cash and Cash Equivalents	$ 679,628	$ 335,357
Accounts Receivable	40,308	790,756
Due from Related Parties	76,123	110,466
Grants Receivable	432	28,543
Inventory	6,045	8,329
Total Current Assets	802,536	1,273,451
Property and Equipment:		
Building and Leasehold Improvements	76,297	44,379
Equipment and Furniture	139,315	137,748
Total Property and Equipment	215,612	182,127
Less: Accumulated Depreciation	(151,094)	(141,413)
Net Property and Equipment	64,518	40,714
Total Assets	$ 867,054	$ 1,314,165
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	$ 12,976	$ 25,002
Accrued Expenses	12,449	16,523
Due to Related Parties	98,626	564,611
Total Current Liabilities	124,051	606,136
Total Liabilities	124,051	606,136
Net Assets:		
Without Donor Restrictions	743,003	708,029
With Donor Restrictions	-	-
Total Net Assets	743,003	708,029
Total Liabilities and Net Assets	$ 867,054	$ 1,314,165

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUE			
Contributions and Grants:			
Contributions	$ 4,350	$ -	$ 4,350
Workforce Retention Grant		-	-
General Grants	5,428	-	5,428
DCYF Accreditation Grant Income	32,994	-	32,994
USDA	2,151	-	2,151
Total Contributions and Grants	44,923	-	44,923
Program Income:			
DCYF Fees	298,769	-	298,769
DOIT Food Service	146,811	-	146,811
DOIT School Support	126,260	-	126,260
Medicaid Fees	736,207	-	736,207
OPIE Contract and Personnel	15,502	-	15,502
Other Recoupment	5,177	-	5,177
Total Program Income	1,328,726	-	1,328,726
Investment Income	118	-	118
Total Support and Revenue	1,373,767	-	1,373,767
EXPENSES			
Program Services			
ODI	93,019	-	93,019
Residential	1,074,988	-	1,074,988
Title I	93,681	-	93,681
Total Program Expenses	1,261,688	-	1,261,688
Management and General	77,104	-	77,104
Total Expenses	1,338,792	-	1,338,792
Change in Net Assets	34,975	-	34,975
Net Assets at Beginning of Year	708,029	-	708,029
Net Assets at End of Year	$ 743,003	$ -	$ 743,003

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUE			
Contributions and Grants:			
Contributions	$ 3,820	$ -	$ 3,820
Workforce Retention Grant	81,384	-	81,384
General Grants	5,500	-	5,500
Sirus Fun Camp Grant Income	30,520	-	30,520
Title I	9,383	-	9,383
USDA	35,086	-	35,086
Total Contributions and Grants	165,693	-	165,693
Program Income:			
DCYF Fees	911,934	-	911,934
DOIT Food Service	121,498	-	121,498
DOIT School Support	134,062	-	134,062
Medicaid Fees	658,272	-	658,272
OPIE Contract and Personnel	15,502	-	15,502
Other Recoupment	224	-	224
Total Program Income	1,841,492	-	1,841,492
Investment Income	136	-	136
Net Assets Released from Restrictions	24,436	(24,436)	-
Total Support and Revenue	2,031,757	(24,436)	2,007,321
EXPENSES			
Program Services			
ODI	97,563	-	97,563
Residential	1,195,576	-	1,195,576
Title I	84,824	-	84,824
Total Program Expenses	1,377,963	-	1,377,963
Management and General	100,350	-	100,350
Total Expenses	1,478,313	-	1,478,313
Change in Net Assets	553,444	(24,436)	529,008
Net Assets at Beginning of Year	154,586	24,436	179,022
Net Assets at End of Year	$ 708,029	$ -	$ 708,029

See independent auditor's report and accompanying notes to financial statements.

[redacted]

ORION HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2024

	ODI	Residential	Title I	Program Services	Management and General	Total
Personnel:						
Employee Benefits	$ -	$ 121,368	$ -	$ 121,368	$ -	$ 121,368
Payroll Taxes	-	53,755	-	53,755	-	53,755
Salaries & Wages	93,019	615,354	22,351	730,724	-	730,724
Staff Development	-	4,312	-	4,312	-	4,312
Professional Services:						
Accounting & Audit, Legal	-	-	-	-	14,766	14,766
Client Treatment & Counseling	-	7,358	-	7,358	-	7,358
DOIT Counseling Services	-	-	71,330	71,330	-	71,330
OPIE Administrative Assessment	-	-	-	-	62,338	62,338
Occupancy:						
Household Supplies	-	17,450	-	17,450	-	17,450
Maintenance & Cleaning	-	16,763	-	16,763	-	16,763
OPIE Rent	-	40,984	-	40,984	-	40,984
Real Estate Taxes	-	2,500	-	2,500	-	2,500
Small Tools & Equipment	-	-	-	-	-	-
Utilities	-	30,014	-	30,014	-	30,014
Transportation:						
Gasoline & Registration	-	4,470	-	4,470	-	4,470
OPIE Vehicle Leases	-	6,000	-	6,000	-	6,000
Vehicle Maintenance & Repair	-	5,283	-	5,283	-	5,283
Administrative Expenses:						
Office supplies & expenses	-	9,502	-	9,502	-	9,502
Telephone & Communications	-	12,886	-	12,886	-	12,886
Insurance:						
Property & Liability Insurance	-	14,303	-	14,303	-	14,303
Other Program Expenses:						
Food	-	89,469	-	89,469	-	89,469
Other Expenses	-	11,168	-	11,168	-	11,168
Program Supplies & Expenses	-	-	-	-	-	-
Grants Non-Profit (OHI)	-	2,369	-	2,369	-	2,369
Depreciation	-	9,680	-	9,680	-	9,680
Total Expenses	$ 93,019	$ 1,074,988	$ 93,681	$ 1,261,688	$ 77,104	$ 1,338,792

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

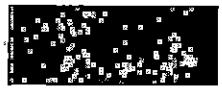
	ODI	Residential	Title I	Program Services	Management and General	Total
Personnel:						
Employee Benefits	$ -	$ 132,194	$ -	$ 132,194	$ -	$ 132,194
Payroll Taxes	-	63,656	-	63,656	-	63,656
Salaries & Wages	84,445	736,605	16,189	837,239	-	837,239
Staff Development	-	1,313	-	1,313	-	1,313
Professional Services:						
Accounting & Audit, Legal	-	-	-	-	6,200	6,200
Client Treatment & Counseling	-	1,782	-	1,782	-	1,782
DOIT Counseling Services	-		68,135	68,135	-	68,135
OPIE Administrative Assessment	-	-	-	-	94,150	94,150
Occupancy:						
Household Supplies	-	21,019	500	21,519	-	21,519
Maintenance & Cleaning	-	15,159	-	15,159	-	15,159
OPIE Rent	-	40,984	-	40,984	-	40,984
Real Estate Taxes	-	2,500	-	2,500	-	2,500
Small Tools & Equipment	-	-	-	-	-	-
Utilities	-	32,205	-	32,205	-	32,205
Transportation:						
Gasoline & Registration	-	4,653	-	4,653	-	4,653
OPIE Vehicle Leases	-	6,000	-	6,000	-	6,000
Vehicle Maintenance & Repair	-	1,172	-	1,172	-	1,172
Administrative Expenses:						
Office supplies & expenses	255	1,582	-	1,837	-	1,837
Telephone & Communications	-	5,439	-	5,439	-	5,439
Insurance:						
Property & Liability Insurance	-	13,726	-	13,726	-	13,726
Other Program Expenses:						
Camp Sirus Fun Expense	10,865	-	-	10,865	-	10,865
Food	-	92,032	-	92,032	-	92,032
Other Expenses	1,998	14,431	-	16,429	-	16,429
Program Supplies & Expenses	-	45	-	45	-	45
Grants Non-Profit (OHI)	-	900	-	900	-	900
Depreciation	-	8,179	-	8,179	-	8,179
Total Expenses	$ 97,563	$ 1,195,576	$ 84,824	$ 1,377,963	$ 100,350	$ 1,478,313

See independent auditor's report and accompanying notes to financial statements.

ORION HOUSE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 34,975	$ 529,008
Adjustments to Reconcile Change in Net Assets to Net Cash		
Depreciation Expenses	9,680	8,179
Changes in Operating Assets and Liabilities:		
Accounts Receivable	750,448	(766,243)
Due from Related Party	34,343	46,498
Employee Prepaid	28,111	(28,543)
Prepaid Expenses	-	-
Inventory	2,284	(858)
Accounts Payable	(12,026)	15,435
Accrued Expenses	(4,074)	(4,912)
Due to Related Parties	(465,985)	273,141
Net Cash Provided by Operating Activities	377,756	71,705
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Fixed Assets	(33,485)	(35,114)
Net Cash Used for Investing Activities	(33,485)	(35,114)
CASH FLOWS FROM FINANCING ACTIVITIES	-	-
Net Increase in Cash and Cash Equivalents	344,271	36,591
Cash and Cash Equivalents Balance at Beginning of Year	335,357	298,766
Cash and Cash Equivalents Balance at End of Year	$ 679,628	$ 335,357

See independent auditor's report and accompanying notes to financial statements.



ORION HOUSE INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Orion House, Inc. is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). Orion House provides residential care to youths that require out-of-home care. The current mission of the Organization is to be a provider of safe and effective family-centered services to youth and their families. The delivery of services to youths and their families focuses on five principal domains: Community, Family, Therapy, Residential and Educational.

Financial Statement Presentation

The financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of management and the board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. The donor restrictions are temporary in nature; those restrictions will be met by certain actions or by the passage of time.

Basis of Accounting

The Organization presents its financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (grants, contributions, donations, etc.) are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Agency.

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash consists of bank deposits held in checking and savings accounts. For purposes of reporting the statements of cash flows, if any, all highly liquid debt instruments purchased with a maturity of three months or less are considered to be cash equivalents.

Revenue Recognition

Revenue from contracts with customers primarily consists of service contracts with the State of New Hampshire and from Medicaid reimbursements. Revenue from these sources are recognized on a monthly basis as services are invoiced. Secondary support is obtained from home-based care services, private donations, interest, and dividends. These revenues are recognized net of discounts, waivers, and refunds.

We determine revenue recognition through the five-step model prescribed by Topic 606 as follows:

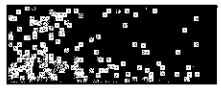
- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract;
- Recognition of revenue when, or as, performance obligations are satisfied.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract's transaction price is allocated to each performance obligation identified in the arrangement based on the relative standalone selling price of each distinct good or service in the contract and recognized as revenue when, or as, the performance obligation is satisfied. The primary method used to estimate the standalone selling price is the adjusted market assessment approach, under which we evaluate the market and estimate a price that a customer would be willing to pay for the goods and services we provide.

Our performance obligations are primarily satisfied at the point of delivery of services. The transaction price is determined based on gross price, net of discounts or refunds.

We have elected the optional exemption to not disclose amounts where the performance obligation is part of a contract which has an original expected duration of one year or less. We expect to recognize substantially all revenue on these remaining performance obligations over the next 12 months.



NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contract Balances

The timing of billings, cash collections, and revenue recognition results in accounts receivable (contract assets) on the statements of financial position. Receivables are only recognized to the extent that it is probable that the Organization will collect substantially all of the consideration to which it is entitled in exchange for the goods and services that will be transferred.

Costs to Obtain a Contract

We have elected the practical expedient available in ASC 340-40, in which any incremental costs of obtaining a contract are recognized as an expense when incurred if the amortization period of the asset that would have been recognized is one year or less.

The Organization recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest, is received. A conditional promise to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

A portion of the Organization's revenue is derived from cost-reimbursable state contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization have incurred expenditures in compliance with specific contract or grant provisions.

Deferred Revenues and Refundable Advances

Service charges received in advance of the year to which they apply are reported as deferred revenue in the statements of financial position. Amounts received from grants in advance of the year to which relating eligible expenses have been incurred are reported as refundable advances.

Functional Allocation of Expenses

The costs of providing program services and supporting activities have been summarized on a functional basis in the statements of activities and changes in net assets. Expenses are charged to program services based on direct costs incurred or estimated usage (for indirect costs). Any expenses not directly chargeable are allocated to functions based on the direct charges. Annually, an indirect cost rate is established by The Organization and approved by the State of New Hampshire Department of Education for this purpose.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prepaid Expenses

Disbursements made in advance of the receipt of goods and services are recorded as prepaid expenses in the statement of financial position.

Property and Equipment

All costs of property and equipment, and the fair value of donated assets value in excess of $500 and an initial economic useful life of greater than one accounting period are capitalized. Depreciation is computed by the straight-line method, beginning in the month of acquisition at rates based on the following estimated useful lives:

Buildings	30 Years
Furniture and Fixtures	7 Years
Equipment	5 Years

Income Taxes

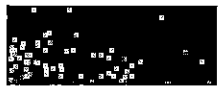
The Organization is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3) and for the years ending June 30, 2024 and 2023 had no unrelated business income. Therefore, no provision for income taxes is made in the accompanying financial statements.

Deposits

As of June 30, 2024, $250,000 of the Company's bank deposits were insured by the Federal Deposit Insurance Corporation (FDIC) and approximately $430,000 were uninsured. As of June 30, 2023, $250,000 of the Company's bank deposits were insured by the FDIC and approximately $95,000 were uninsured. The Organization deposits its cash with high quality financial institutions and management believes that is not exposed to significant credit risk on those amounts.

Subsequent Events

The Organization evaluated subsequent events through the date that the financial statements were available to be issued. The Organization is not aware of any significant events that occurred subsequent to the statement of financial position date but prior to August 26, 2024.



NOTE 2 - ACCOUNTS RECEIVABLE

Accounts Receivable

Accounts receivable at June 30, 2024 and 2023 include tuition due from public school districts and students and a contract retainer. All are considered to be collectible and no reserve for uncollected accounts has been established. Accounts Receivable at June 30, 2024 and 2023 include the following:

	2024	2023
Due from the State of NH	$ 40,308	$ 790,756
Total	$ 40,308	$ 790,756

NOTE 3 - RELATED PARTY TRANSACTIONS

Orion House, Inc. is a voluntary member of Orion Prevention and Education, Inc. (OPIE) – a nonprofit corporation whose principal activities provides support and centralized management services for member organizations. During the course of normal operations, the Organization has transactions with other members and OPIE, including expenditures and transfers of resources to provide services and fund capital outlay. Separate, independent Boards approve all Transactions between related parties. To the extent that certain transactions have not been paid or received as of June 30, balances of inter-company amounts receivable or payable have been recorded.

All are considered to be collectible and no reserve for uncollected accounts has been established. Accounts receivables and payables June 30, 2024 and 2023, include the following:

Due From Related Parties	2024	2023
Orion Prevention and Education Inc. (OPIE)	$ 3,875	$ 10,334
Day Orion Individual Treatment Inc (DOIT)	72,248	100,132
Total	$ 76,123	$ 110,466

Due To Related Parties	2024	2023
Orion Prevention and Education Inc. (OPIE)	$ 53,063	$ 350,258
Day Orion Individual Treatment (DOIT)	45,563	214,353
Total	$ 98,626	$ 564,611

NOTE 3 - RELATED PARTY TRANSACTIONS (CONTINUED)

Transaction with related parties during the years ended June 30, 2024 and 2023 were as follows:

For the Fiscal Year End June 30, 2024		OPIE		DOIT
Management Fees	$	(62,338)	$	---
Contract Personnel		15,502		---
Property Lease		(40,984)		---
Vehicle Lease		(6,000)		---
Food Service		---		40,114
Vocational Support		---		39,007
Counseling Services- Title I		---		(128,898)
Counseling Services- Other		---		126,261
Total	$	(93,820)	$	76,484

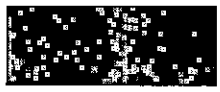
For the Fiscal Year End June 30, 2023		OPIE		DOIT
Management Fees	$	(94,150)	$	---
Contract Personnel		15,502		---
Property Lease		(40,984)		---
Vehicle Lease		(6,000)		---
Food Service		---		72,072
Counseling Services- Title I		---		(122,996)
Counseling Services- Other		---		134,062
Total	$	(125,632)	$	83,138

NOTE 4 - PROPERTY AND EQUIPMENT

Property and Equipment at June 30, 2024 and 2023 consisted of the following:

		2024		2023
Building and Improvements	$	76,297	$	44,379
Equipment and Furnishings		139,315		137,748
Less Accumulated Depreciation		(151,094)		(141,414)
Total	$	64,518	$	40,714

The depreciation expense for fiscal years ended June 30, 2024 and 2023 was $9,680 and $8,179, respectively.



NOTE 5 - LIQUIDITY AND AVAILABILITY

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2024	2023
Cash and Cash Equivalents	$ 679,628	$ 335,357
Accounts Receivable	40,308	790,756
Grants Receivable	432	28,543
Related Party Receivable	76,123	110,466
Total Current Financial Assets at Year End	796,491	1,265,122
Amounts Unavailable for General Expenditures Within One Year, Due to:		
Net Assets With Donor Restrictions	(---)	(---)
Total Financial Assets Available for General Expenditure Within One Year	$ 796,491	$ 1,265,122

NOTE 6 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are comprised of unspent grant funds related to accreditation. As of June 30, 2024, there were no unspent grant funds.

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BOARD OF DIRECTORS
ORION HOUSE, INC
2024

Heidi J. Patten
Jeffrey Parker
Sally Putonen
Suzanne Harvey

DANIELLE PARANTO
[redacted]

OBJECTIVE | To work with youth focusing on helping them achieve their goals as they prepare to enter the next phase of their lives.

EXPERIENCE | **EXECUTIVE DIRECTOR** THE ORION HOUSE, INC., NEWPORT NH
JUNE 2014 - PRESENT

EXECUTIVE DIRECTOR/PRINCIPAL GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2005 - PRESENT

BEHAVIORIST GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

EDUCATOR GRANITE HILL SCHOOL, INC., NEWPORT NH
JUNE 2000 – JUNE 2005

RESIDENTIAL COUNSELOR THE ORION HOUSE, INC., NEWPORT NH
AUGUST 1997 - 2000

EDUCATION | **KEENE STATE COLLEGE**, KEENE NH
MASTERS OF EDUCATION 2004
Certified Educational Leadership

FRANKLIN PIERCE COLLEGE, RINDGE NH
BACHELOR OF SCIENCE 1994
Major: Sociology Minor: Psychology

Summa Cum Laude

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MELANIE GIOIOSO

[redacted]

Skills: Problem solving, Leadership/Mentoring, Enthusiastic, Confident, Strong willed.

EXPERIENCE

JULY 2017 – PRESENT

MILIEU COUNSELOR (NOW FAMILY AND RESIDENT WORKER), ORION HOUSE

Responsible for assisting floor staff in crisis management, in the moment interventions, helping assist floor staff with management of the house, family counseling, assisting Clinical Coordinator with paper work duties, facilitating/helping with groups, offering staff support, individual counseling when needed, positive reinforcements in the milieu, and completing other duties as assigned.

OCTOBER 2018 – FEBRUARY 2020

INTERIM TREATMENT COORDINATOR, ORION HOUSE

Responsible for coordinating and writing of all Treatment Plans, 30 day Biopsychosocial Assessments, and Discharge Summaries and Monthly Reports. Acts as liaison/coordinator of resident's outpatient needs. Runs group therapy (Substance Awareness and Emotional Management Groups), individual therapy, assists with family counseling, and supports floor staff with crisis interventions. Collaborates with Program Director toward the synthesis of both clinically and behaviorally oriented services. Part of the Management Team. Supervisor of the Milieu Counselor.

DECEMBER 2014 – JUNE 2017

SHIFT SUPERVISOR, NFI MIDWAY SHELTER

Responsible for safety of all residents and staff, in charge of running the shift, part of the on call rotation, ensure all procedures/regulations were followed, passed medications, responsible for writing of incident reports, shift reports, and weekly reports. In charge of completing monthly supervision of Residential Counselors. Offered in the moment interventions, staff supports, and organized daily schedule and activities. Completed intakes and took referrals after hours.

EDUCATION

DECEMBER 2010

BA SOCIAL SCIENCES, SOUTHERN NEW HAMPSHIRE UNIVERSITY

MS CANIDATE

MS ADDICTIONS COUNSELING, GRAND CANYON UNIVERSITY

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Not completed. Current GPA 3.98

CERTIFICATIONS

- CBT Certified
- TBRI
- Working on DBT Certification
- Hand With Care
- Medication Management Certification
- First Aid and CPR

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Nina L. Albano

[redacted]

Profile

- Goal-oriented individual with strong leadership capabilities.
- Organized, highly motivated, and detail-directed problem solver.
- Proven ability to provide leadership to staff.
- Proven ability to work within a wide-range of clinical situations.

Education

LCMHC, State of New Hampshire, License number 667

M.S., Psychology, Cum Laude, New England College
B.A., Psychology, Cum Laude, New England College
Certification, Rape and Domestic Violence Counselor, Rape and Domestic Violence Coalition of New Hampshire

Employment

School Therapist, Granite Hill School *2009-present*

- Provide individual and group counseling services to students

Private Practice, Brookside Counseling *2007-2013*

- Provide counseling services in a private practice setting

Program Director, *Orion House, Inc.* *2003-2009*

- Provide and oversee daily residential and therapeutic care for 16 adolescent males in an intermediate residential treatment facility.
- Provide direct supervision and management of all residential counselors.

Treatment Coordinator, *Orion House, Inc.* *2002-2003*

- Provided individual and group therapy to adolescent males in a residential treatment facility. Assisted in the development of individualized treatment plans. Directed professional contact with families, courts and all involved in the residents individual cases.

Home Based Therapist *2006-2008*

- Provided in home counseling, case management and assessments for families.

Counselor, *Rape and Domestic Violence Coalition of New Hampshire* *1998-1999*

- Completed rigorous training. Counselor for crisis-line. Offered unconditional respect, confidentiality, support and resources for domestic violence victims.

Advocate Intern, *Children's Alliance of New Hampshire* *1997-1997*

- Directly appointed to represent the agency in numerous fundraisers and meetings. Worked with other agencies to organize a children's awareness march in Washington, D.C. Assisted in the processing data for the Kids Count Report.

Intern Assistant, *Victim Services Committee for the Governor's Committee on Violence* *1996-1996*

- Completed projects and reviews of issues and programs associated with the impact of youth exposed to domestic violence.

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Awards and Recognition

2004-Employee of The Year at Orion House, Inc.

2004-Nominated for the award for outstanding community member in the service of children and their families at the DCYF conference.

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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: Orion House

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Danielle Paranto	Executive Director/Director	$70,000.00	$110,000.00
Melanie Gioioso	Treatment Coordinator	$65,000.00	$650,000.00
Nina Albano	Prescribing Practitioner	$5,000.00	$75,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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**	

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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.

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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.

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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 #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 Orion House, Incorporated ("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 June 28, 2023 (item #43), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $ 5,278,641

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Modify Exhibit B, Scope of Services, Subparagraph 1.19.4.1., to read:

    1.19.4.1. Twenty-four (24) hour services.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

18. 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.

19. Modify Exhibit B, Scope of Services, Subsection 6.1., Table B, Category, Transition & discharge,

Key performance metrics to read:

Transition & discharge	• 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)*

20. 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

21. Modify Exhibit C, Payment Terms, Paragraph 4.1., to read:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments.

22. 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 - Orion House Level 1	
Residential for eligible youth per day until 6/30/2023	$184.39
Program - Orion House Level 2	
Residential for eligible youth per day until 6/30/2023	$316.36

Program - Orion House Level 1	
Residential for eligible youth per day effective 7/1/2023	$281.21
Program - Orion House Level 2	
Residential for eligible youth per day effective 7/1/2023	$353.32

4.1.2. Billings shall occur at least on a monthly basis and shall follow a process determined

by the Department.

23. 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: $5,211,164.00

4.5.2. SFY 22: $433,685.00

4.5.3. SFY 23: $1,648,279.00

4.5.4. SFY 24: $1,564,600.00

4.5.5. SFY 25: $1,564,600.00

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

11/27/2023
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Orion House, Incorporated

11/27/2023
Date

DocuSigned by:
Danielle Paranto
Name: Danielle Paranto
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/29/2023
Date

DocuSigned by:
Robyn Guarino
74873484494148D
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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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** amendments to existing agreements with the Contractors listed **in bold** below to correct an error in the rate calculation for services by increasing the price limitation by $4,316,326 from $236,017,584 to $240,333,910 with no change to the contract completion date of June 30, 2024, effective retroactive to August 11, 2021 upon Governor and Council approval. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised	G&C Approval
Chase Home for Children Portsmouth, NH	159596	Portsmouth, NH	$4,758,056	$0	$4,758,056	O: 8/4/21 Item #15
Devereux Foundation Rutland, MA	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555	$0	$6,960,555	O: 8/4/21 Item #15
Dover Children's Home Dover, NH	154149	Dover, NH	$4,290,335	$0	$4,290,335	O: 7/14/21 Item #14
Easter Seals Manchester, NH	177204	Manchester, NH	$33,670,236	$0	$33,670,236	O: 7/14/21 Item #14
The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$19,903,207.01	$0	$19,903,207.01	O: 7/14/21 Item #14

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Mount Prospect Academy Plymouth, NH	168139	Plymouth, NH	$47,176,194	$0	$47,176,194	O: 8/4/21 Item #15
Nashua Children's Home Nashua, NH	154120	Nashua, NH	$9,804,960	$0	$9,804,960	O: 7/14/21 Item #14
Orion House Newport, NH	**154861**	**Newport, NH**	**$1,301,055**	**$1,889,368**	**$3,190,423**	**O: 8/4/21 Item #15**
Pine Haven Boys Center Suncook, NH	174119	Suncook, NH	$11,382,600.17	$0	$11,382,600.17	O: 7/14/21 Item #14
Spaulding Academy & Family Services Northfield, NH	154273	Northfield, NH	$50,443,273	$0	$50,443,273	O: 7/14/21 Item #14
St. Ann's Home, Inc. Methuen, MA	161236	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$11,215,992	$0	$11,215,992	O: 10/13/21 Item #38B
Stetson School Barre, MA	161577	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$7,280,334	$0	$7,280,334	O: 7/14/21 Item #14
Vermont Permanency Initiative, Inc. Bennington, VT	258588	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$15,885,099	$0	$15,885,099	O: 8/4/21 Item #15
Webster House Manchester, NH	**318295**	**Manchester, NH**	**$2,116,692**	**$2,426,958**	**$4,543,650**	**O: 7/14/21 Item #14**
Whitney Academy, Inc. East Freetown, MA	161838	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,387,177	$0	$6,387,177	O: 7/14/21 Item #14
Youth Opportunities Upheld, Inc. Gardner, MA	259406	Statewide	$3,441,819	$0	$3,441,819	O: 9/15/21 Tabled Item #32 A01: 4/6/22 Item #13
		Total:	**$236,017,584**	**$4,316,326**	**$240,333,910**	

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Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES – 100% General Funds

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

This request is Retroactive because upon review of the contracts for Webster House and Orion House, the Department discovered an error in the rate calculation. As part of the System of Care work, the Department competitively bid these contracts, and established daily rates in each contract under certain assumptions and many unknowns. Due the restrictive nature of procurement laws, the Department was unable to obtain all documentation necessary to mitigate

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the unknowns, and was prohibited from providing advice to the Contractors on how they should account for their costs, resulting in inaccurate reporting. The ramification of this challenge was not fully realized until providers started billing and appropriate reporting was able to be derived from the system. The rate errors became clear upon review of this information once available, however, a year had elapsed from the start of the contract at that point. A comprehensive re-examination of the rate setting process was undertaken that took almost a year to implement appropriately with proactive considerations for future rate setting efforts. This rate setting process has since been streamlined and clarified in order to prevent further errors.

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. These two Contractors provide critical services within the Children's Residential Treatment provider network, and are currently serving children under an old rate. This rate setting correction must be implemented in order to ensure that the Department maintains provider capacity and that the Contractors are able to continue serving children. Orion House's rates changed from $211.70 for Level 1 and $207.40 for Level 2 to $184.39 for Level 1 and $316.36 for Level 2. Webster House's rates changed from $172.44 for Level 2 to $327.08 for Level 2 for the period of July 1, 2021 to June 30, 2022, and $369.39 for Level 2 for the period of July 1, 2022 forward.

The purpose of this request is to ensure that Contractors are reimbursed for children's residential services with the correct rate. The Contractors will continue to provide evidence-based and trauma-informed clinical behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs. The Contractors will also continue supporting the Department's effort to provide long-term outcomes for youth by providing services that are short-term, target treatment episodes, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Across all of the Children's Residential Treatment programs approximately 400-500 individuals will be served annually through June 30, 2024.

The Department will continue to monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraints and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of length of stay; and
- Reduction of staff turnover and retention of quality staff..

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

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Should the Governor and Council not authorize this request, the Contractors will not be reimbursed at the appropriate rate; leaving the Department vulnerable to potentially losing these critical service providers, which would be detrimental to the overall capacity to serve youth in Level 1 and Level 2 programs in-state.

Area served: Services are located in Newport NH and Manchester, NH however they accept and treat children from across the state.

Source of Federal Funds: Assistance Listing #93.658, FAIN #2301NHFOST; Assistance Listing #93.558, FAIN #2301NHTANF; Assistance Listing #93.659, FAIN #2301NHADPT; Assistance Listing #93.778, FAIN #2305NH5ADM.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Residential Treatment Services for Children's Behavioral Health contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Orion House ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 4, 2021 (item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $3,190,423

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by:

      1.1. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2301NHFOST

      1.2. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2301NHTANF

      1.3. Funds from Administration for Children and Families, catalog of Federal Domestic Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2301NHADPT

      1.4. Funds from Centers for Medicare and Medicaid Services, catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2305NH5ADM

      1.5. General Funds

4. Modify Exhibit C, Payment Terms, Section 2, to read:

   2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the following:

      2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 563 – COMMUNITY BASED SERVICES-100% General Funds

      2.2. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES-100% General Funds

      2.3. 05-95-42-421010-29560000 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% Fed 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

5. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.1. to read:

4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the Contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

4.1.1.

Program - Orion House Level 1	
Residential for eligible youth per day	$184.39
Program - Orion House Level 2	
Residential for eligible youth per day	$316.36

4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

4.1.3. For the purpose of this Agreement, funds in the amount of $67,477.00 shall be provided to the Contractor, for the expenses incurred to obtain accreditation and identification as a Qualified Residential Treatment Program (QRTP) as specified in Ex C-1 Accreditation Budget; the total of all such payments shall not exceed the specified Accreditation Budget total. All DHHS payments to the Contractor for the Accreditation Budget shall be made on a cost reimbursement basis.

4.1.3.1 In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager - BCBH
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

4.1.3.2 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.

4.1.3.3 The final invoice and supporting documention for authorized Accredidation Budget expenses shall be due to the Department no later than forty (40) days after the final cost have been incurred by the Contractor in line with the budget.

6. Modify Exhibit C, Payment Terms, Section 4, Subsection 4.5. to read:

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $3,122,946.00

4.5.2. SFY 22: $433,685.00

4.5.3. SFY 23: $1,648,279.00

4.5.4 SFY 24: $1,040,982.00

7. Add Exhibit C-1, Amendment #1, Accreditation Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to August 11, 2021, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/2023
Date

DocuSigned by:
Katja S. Fox
E0DDC5B04C83442...
Name: Katja S. Fox
Title: Director

Orion House

6/1/2023
Date

DocuSigned by:
Danielle Paranto
3241034 4DF8B45A...
Name: Danielle Paranto
Title: Executive Director

DS
DP

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2023

Date

DocuSigned by:
Robyn Guarino
74873484941480...

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:

DS
DP

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Exhibit C-1, Amendment #1, Accreditation Budget

Accreditation expenses for residential treatment programs

Basic information	
Orion House	RFP-2021-DBH-12-RESID-03-A01

Line item	Amount requested	Notes (if needed)
Personnel costs	$ -	
Supervisors/managers		
Frontline caseworkers		
Coordination or administrative support		
CQI, QA specialists and/or data analysts		
Other personnel costs		
Program facilities	$ 45,226.00	
Lease		
Maintence and utilities	9,300.00	flooding repair 3rd floor, 4 window replacement
Other facility costs	35,926.00	bathroom renovation, ADA ramp renovation
Program materials and supplies	$ -	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	$ -	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	$ 1,000.00	
Program license or other fees		
Program training (initial)	1,000.00	TBRI
Other EBP or program model costs		
Systems costs related to program	$ 16,333.00	
Technology for data collection, reporting	16,333.00	internet server,higher fire wall protections, back up protection
Other systems		
Consulting and sub-contracting	$ -	
Consulting		
Sub-contracting		
Equipment	$ 3,128.00	
Vehicles		
Furniture	3,128.00	therapy and group room
Technology Equipment		
Other Equipment		
Telecommunication	$ 1,790.00	
Phones/Walkie Talkies	1,790.00	walkies and charging system
Internet Service		
Other Telecommunication		
Client Provisions	$ -	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other accreditation costs	$ -	
Total accreditation/pilot costs	$ 67,477.00	

DP

6/1/2023

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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the vendors listed below in an amount not to exceed $76,080,959.00 for providing behavioral health residential treatment services for children, youth, and young adults to quickly stabilize their behavioral health needs, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. Funding source is estimated as 51% General Funds and 49% Federal Funds dependent upon eligibility of the client.

Vendor Name / Vendor Code	Area Served	SFY 2022	SFY 2023	SFY 2024	Total Contract Amount
Chase Home for Children Portsmouth, NH (VC# TBD)	Portsmouth, NH	1,659,472.00	1,549,292.00	1,549,292.00	4,758,056.00
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	15,725,398.00	15,725,398.00	15,725,398.00	47,176,194.00

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Orion House Newport, NH (VC# TBD)	Newport, NH	433,685.00	433,685.00	433,685.00	1,301,055.00
Vermont Permanency Initiative Orford, NH (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	5,295,033.00	5,295,033.00	5,295,033.00	15,885,099.00
	Total:	$25,433,773.00	$25,323,593.00	$25,323,593.00	$76,080,959.00

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation between state fiscal years through the Budget Office, if needed and justified.

Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT – 100% Federal Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT - 50% Federal Funds and 50% General Funds

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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;

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- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This requested action includes five (5) contracts in addition to the nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (item #14). The Department plans to submit the remaining two (2) contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;
- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #2101NHFOST CFDA #93.558, FAIN# 2101NHTANF, CFDA #93.659, FAIN #2101NHADPT, CFDA #93.778, FAIN #2105NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. 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-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 ASI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	58

Reviewers Name and Title

1 Robert Rodier, Administrator for DCYF
2 Richard Sarette, Administrator for DCYF
3 Shawn Blakey, Program Specialist IV, CBH
4 Paige Morgan, Youth Voice
5 Tanja Godfredsen, Business Administator, 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	86
2	Dover Childrens Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	76
5	Mentor 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. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Buxton, Administrator, DCYF

4 Tarie Godtfredsen, 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 3

	Proposer Name	Option/Program	TOTAL SCORE
1	Devereaux Foundation	Devereaux Level 3 Intensive	74
2	Easter Seals	RJ Boys - Intensive	83
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	80
5	Easter Seals	RJ Knif - Intensive	80
6	Home for Little Wanderers	Wyatt-g	79
7	Manor 405 (NeuroRestorative)	Mentor	89
8	Mount Prospect Academy, Inc.	Option A Adv Women	87
9	Mount Prospect Academy, Inc.	Option A Hall Farm Pine	94
10	Mount Prospect Academy, Inc.	Option A PSS Rumney	84
11	Mount Prospect Academy, Inc.	Option A Summit Plym	84
12	Mount Prospect Academy, Inc.	Option C Cent Hampton	83
13	Mount Prospect Academy, Inc.	Option C Cent Plym	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campton	99
15	Pine Haven Boys Center	Pine	79
16	Spaulding Academy & Family Services	PIP	95
17	Spaulding Academy & Family Services	NSP	95
18	Spaulding Academy & Family Services	sah	95
19	St. Anns Home, Inc.	Option A	87
20	St. Anns Home, Inc.	Level 3, Option C	87
21	Stetson School, Inc.	Stetson	85
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lambert, Program Specialist IV, CBH
2 Paulette Powell, Program Specialist IV, CBH
3 Kathleen Talbot, Program Specialist IV, CBH
4 Jessica Keplinger, Administrator, DCYF
5 Kara Leonard, Administrator, Finance
6 Rebecca Lyndon, Financial Reporting Adm.

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 Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CBH
2 Adele Bauman, Administrator, CBH
3 Erica Ungarelli, Director for CBH
4 Rebecca Fredette, Administrator, DOE
5 Tanja Godfredson, Business Administrator, Finance
6 Elizabeth Lafontaine, Administrator, Finance

FORM NUMBER P-37 (version 12/11/2019)

Subject: Residential Treatment Services for Children's Behavioral Health

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Orion House, Incorporated		1.4 Contractor Address 139 Elm Street, Newport, NH 03773	
1.5 Contractor Phone Number (603) 863-4918	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $1,301,055
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Danielle Paranto Date: 6/30/2021		1.12 Name and Title of Contractor Signatory Danielle Paranto Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 7/9/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Catherine Pinos		On: 7/15/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DP
Date 6/30/2021

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 DP (DS)

Date 6/30/2021

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 DP

Date ~~6/30/2021~~

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS DP

Date 6/30/2021

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

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:

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

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 positons 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 ©.

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.

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

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

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:

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

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.

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

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.

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.

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,

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.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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;

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,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within ten (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

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2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds				
Level of Care	**Vendors Name of the Program**	**Location: City/Town and State**	**Maximum Number of Contracted Beds**	**Shared Beds**
Reserved				
Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)	Orion House	Newport, NH	8	8 Beds shared with Level 2
Level of Care 2, Intermediate Treatment	Orion House	Newport, NH	8	8 Beds shared with Level 1B
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				
Reserved				

2.4. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)

2.4.1. The Contractor shall provide residential treatment services Level of Care 1, Supportive Community Level of Treatment (1B), Independent Living, supervised living in a community based out of home treatment setting designed for individuals who manifest mild behavioral and emotional challenges and who are capable of engaging in community-based activities to:

2.4.2. The goal of this setting is to provide the maximum amount of community integration and Independent Living to an individual with minimal supports The Contractor shall provide services to the youths or young adults at this level of care for approximately nine (9) to twelve (12) months or until transition to adulthood that includes, but not limited to:

2.4.2.1. Minimal supports in the community
2.4.2.2. Case Management
2.4.2.3. Supervision
2.4.2.4. Vocational Training
2.4.2.5. Medication Monitoring, as clinically indicated
2.4.2.6. Crisis Intervention

2.4.3. Staffing

2.4.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.4.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.4.3.2.1. Awake Hours 1:6 resident to staff ratio.

2.4.3.2.2. Awake Overnight: 1:12 for youth 16 or older: for 18 and older, the Contractor may either have an asleep or awake overnight, which may be supplemented with technology from another unit on property.

2.4.3.2.3. Clinical: 1:10 when clinical services are delivered onsite.

2.4.3.2.4. Family Worker: 1:8, who will collaborate with Care Management Entity.

2.4.3.2.5. Medical Care: Nursing-available for consultation. If Qualified Residential Treatment Program (QRTP) Clinical and Nursing shall be available 24/7, based on client needs.

2.4.4. Supported Visits

2.4.4.1. Supported visitation are not required of this program level.

2.4.4.2. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's setting.

2.4.4.3. The Contractor may provide family visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the setting.

2.4.5. Educational Services

2.4.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.4.5.2. The Contractor shall connected the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.4.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with but not limited to:

2.4.5.3.1. Transitional Services.
2.4.5.3.2. Vocational Services.
2.4.5.3.3. Formal Education.
2.4.5.3.4. Training Programs.
2.4.5.3.5. Independent Living Skills.

2.4.6. Transportation

2.4.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:

2.4.6.1.1. Court Hearings.
2.4.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
2.4.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
2.4.6.1.4. Recreation (clubs, sports, work).

2.4.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.4.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.
2.4.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.
2.4.6.2.3. Purchasing public transportation passes.
2.4.6.2.4. Paying for cab fare.
2.4.6.2.5. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.4.6.3. The Contractor shall encourage the individual to utilize parent/caregiver and/or public transit when available in order to meet the transportation expectations in 2.4.6.1.

2.4.6.4. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.4.6.4.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.6.4.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.6.4.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.6.4.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

2.5. Level of Care 2, Intermediate Treatment

2.5.1. The Contractor shall provide residential treatment services Level of Care 2, Intermediate Treatment designed for individuals who have been adjudicated, abused or neglected, delinquent and/or in need of behavioral health services with the goal of providing a combination of:

2.5.1.1. Residential treatment and community based services based on the individual's unique needs.

2.5.1.2. Professionals, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

2.5.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.5.2.1. Safe environment
2.5.2.2. Supervision dependent on the need of the individual and program model.
2.5.2.3. Community Supports
2.5.2.4. Access to public school education or alternative approved educational setting
2.5.2.5. Specialized social services
2.5.2.6. Behavior management,
2.5.2.7. Recreation
2.5.2.8. Clinical Services
2.5.2.9. Family Services
2.5.2.10. Vocational Training
2.5.2.11. Medication Monitoring, as clinically indicated
2.5.2.12. Crisis Intervention

2.5.3. Staffing

2.5.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.5.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.5.3.2.1. Direct Care Staff/Milieu

2.5.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.5.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.5.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.

2.5.3.2.1.4. Family Worker: Case Manager 1:8

2.5.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.5.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.5.3.2.2. Medical Care

2.5.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

2.5.3.2.2.2. Ensure access to prescriber/psychiatric services, psychiatry either when needed through Community or if needed through staffing/contracting.

2.5.4. Supported Visits

2.5.4.1. The Contractor may provide facilitated face-to-face supported visitation to the individual and their family at the Contractor's residential treatment setting.

2.5.4.2. The Contractor may provide supported visits in appropriate space(s), which is safe, feels welcoming, inviting, and natural, and creates a place of comfort and connectedness for all ages being served in the residential treatment setting.

2.5.5. Educational Services

2.5.5.1. The Contractor shall ensure the individual is connected to the most appropriate educational services or transitional services as determined by their treatment team and sending school district, when applicable.

2.5.5.2. The Contractor shall connect the individual to the individual's local community school or to the individual's school in their sending district when appropriate.

2.5.5.3. The Contractor may provide onsite or subcontract with Department approval a nonpublic and special educational program and/or an approved online educational curriculum approved by the State of New Hampshire Department of Education

2.5.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:
- 2.5.5.4.1. Transitional Services.
- 2.5.5.4.2. Vocational Services.
- 2.5.5.4.3. Formal Education.
- 2.5.5.4.4. Training Programs.
- 2.5.5.4.5. Independent Living Skills.

2.5.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.5.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.5.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.5.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.5.6. Transportation

2.5.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
- 2.5.6.1.1. Court Hearings.
- 2.5.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.5.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.5.6.1.4. Recreation (clubs, sports, work).

2.5.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
- 2.5.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

2.5.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.5.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.5.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.5.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.5.6.3.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.5.6.3.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.5.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry standards and that are acceptable to the Contractor and the Department, the minimum amounts of which shall be not less than $500,000 for automobile liability to include bodily injury and property damage to one person for any one accident, and $750,000, for bodily injury and property damage to two or more persons for any one accident, including coverage for all owned, hired, or non-owned vehicles, as applicable.

3. Specific Residential Treatment Program Requirements

3.1. The Contractor shall provide the following staffing model(s) and/or specialty services for each of their defined levels of care.

3.1.1. Should the Contractor have variations in their personnel and/or in their specialty care, if any, in this Section 3, the Contractor shall submit a plan in writing to the Department to come into compliance or an alternative plan for Department for approval to meet the intent of the

positions, which were negotiated. The Department will provide approval in writing.

3.2. Reserved

3.3. Level of Care 1 Supportive, Community Level Treatment: Independent Living, Supervised Living (1B)

3.3.1. Orion House Independent Living

3.3.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:6	1:8
Direct Care 2nd shift	Milieu 1:6	1:8
Direct Care Overnight	Awake overnight: 1:12 for youth 16 or older; for 18 and older may either asleep or awake overnight	1:8
Clinical Ratio	1:10	1:16
Family Worker	1:8	1:16
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	Not required	1:8
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	If QRTP Clinical and Nursing 24/7 available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
	* Not required indicates that a	

	specific position/personnel was not required or as a ratio	

3.4. Level of Care 2, Intermediate Treatment

3.4.1. Orion House Intermediate Treatment

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	1:4
Direct Care 2nd shift	Milieu 1:4	1:4
Direct Care Overnight	Awake overnight: 1:8; minimum 2 staff available for programs	1:8
Clinical Ratio	1:10	1:16
Family Worker	1:8	1:16
Family Therapist	Not required	Not allocated
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	1:8
Board certified behavioral analyst (BCBA)	Not required	
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	Not allocated
Psychiatrist	Not required	Not allocated
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Other	* Not required indicates that a specific	

	position/personnel was not required or as a ratio	

3.5. **Reserved**

3.6. **Reserved**

3.7. **Reserved**

3.8. **Reserved**

3.9. **Reserved**

3.10. **Reserved**

4. **Exhibits Incorporated**

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. **Reporting Requirements**

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B

Number of children currently placed in the program
Percent of contracted beds currently used
Turnover information (e.g., total number of staff, how many left, and reason why)
Number of days the program does not meet contractually required staffing ratios
Number of accepted referrals/new admissions (and location prior to admission)
Number of rejected referrals
Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement; race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

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:

Table B

Category	Key performance metrics:
Referral	• % 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	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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.

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 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.

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.

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

SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS

3. For the purposes of this Agreement:

   3.1. The Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.331.

4. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

   4.1. For Medicaid enrolled individuals, a daily rate will be awarded in the amount per client per day indicated in the table listed under section 4.1.1. This per diem rate will be set for the term of the contract. Rates may be reviewed every two years to follow the State's biennium to consider rate adjustments.

   4.1.1.

Program - Orion House Level 1	
Residential for eligible youth per day	$207.40
Program - Orion House Level 2	
Residential for eligible youth per day	$211.70

   4.1.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

   4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

   4.4. For individuals without sufficient health insurance or other coverage for the services they receive which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. The Contractor shall only be reimbursed up to the current Medicaid rate for the medicaid eligible services provided.

   4.4.1. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and

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.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $1,301,055.00

4.5.2. SFY 22: $433,685.00

4.5.3. SFY 23: $433,685.00

4.5.4. SFY 24: $433,685.00

5. Prior to submitting the first invoice, the Contractor must obtain a *Vendor Number* by registering with the New Hampshire Department of Administrative Services here (Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services).

6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

7.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

7.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.); and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants; or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DP (DS)
Date 6/30/2021

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

6/30/2021
Date

DocuSigned by:
Danielle Paranto
Name: Danielle Paranto
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

6/30/2021
Date

DocuSigned by:
Danielle Paranto
Name: Danielle Paranto
Title: Executive Director

Docusign Envelope ID: A4D62A8F-032D-49A7-8510-20E635755622

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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

Contractor Initials DS DP

Date 6/30/2021

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:

6/30/2021
Date

DocuSigned by:
Danielle Paranto
Name: Danielle Paranto
Title: Executive Director

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Contractor Initials

6/30/2021
Date

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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.

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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:

DocuSigned by:
Danielle Paranto
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6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director

Docusign Envelope ID: A4D62A8F-032D-49A7-8510-20E635755622

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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:

DocuSigned by:
Danielle Paranto
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6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director

Docusign Envelope ID: A4D62A8F-032D-49A7-8510-20E635755622

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials DP

Date 6/30/2021

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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	Orion House Inc
The State	Name of the Contractor
Signed by: Katja Fox	Signed by: Danielle Paranto
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Danielle Paranto
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
7/9/2021	6/30/2021
Date	Date

Docusign Envelope ID: A4D62A8F-032D-49A7-8510-20E635755622

DocuSign Envelope ID: E1633691-A822-4C0D-B69A-4721328A5C9A

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Danielle Paranto

6/30/2021
Date

Name: Danielle Paranto
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 101404580

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DP
DS

Date 6/30/2021

Docusign Envelope ID: A4D62A8F-032D-49A7-8510-20E635755622

DocuSign Envelope ID: E1633691-A822-4C0D-B69A-4721328A5C9A

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

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor, for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 Pine Haven Boys Center ("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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $31,161,598.17

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds.

5. Modify Exhibit C, Payment Terms, Section 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 5.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

5.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

5.1.2. A copy of the most recent independent financial audit;

5.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

5.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

5.1.5. Additional clarifying information may be required upon request.

5.1.6.

Program - Pine Haven Boys Center	
Residential for IEP eligible youth per day until 6/30/2023	$516.62
Residential Non-IEP eligible youth per day until 6/30/2023	$516.62

Program - Pine Haven Boys Center	
Residential for IEP eligible youth per day effective 7/1/2023	$645.87
Residential Non-IEP eligible youth per day effective 7/1/2023	$645.87

5.1.7. 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, publicly posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

5.1.8. Billing shall occur on a monthly basis and shall follow a process determined by the Department.

5.1.9. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 5.5., to read:

5.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal

Initial MW
Contractor Initials
5/12/2025
Date

year is as follows:

5.5.1. Sub-total: $30,641,134.00

5.5.2. SFY 22: $3,620,712.00

5.5.3. SFY 23: $3,620,712.00

5.5.4. SFY 24: $5,910,949.00

5.5.5. SFY 25: $5,910,949.00

5.5.6. SFY 26: $5,788,906.00

5.5.7. SFY 27: $5,788,906.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

Signed by:
Kaja Fox
2A0FEC7DC10B4F2...
Name: Kaja Fox
Title: Director

Pine Haven Boys Center

5/12/2025
Date

DocuSigned by:
04FC0EE4C0D040D...
Name: Matt Willis
Title: Interim Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2025
Date

DocuSigned by:
Robyn Guarino
74873484041469...
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:

Docusign Envelope ID: F742820A-DD91-49A5-AEA3-5479DCCC6EE7

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 PINE HAVEN BOYS CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 26, 1969. 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: **64764**

Certificate Number: **0006990301**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of January A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: F742820A-DD91-49A5-AEA3-5479DCCC6EE7

CERTIFICATE OF AUTHORITY

I, Barbara Griffin, Vice President Board of Directors, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. **I am duly elected Clerk/Secretary/Officer of: Pine Haven Boys Center**
(Corporation/LLC Name)

2. **The following is a true copy of a vote taken at meeting of the Board of Directors/shareholders, duly called and held on 13th day of May 2025, at which a**
(Date)
quorum of the Directors/shareholders were present and voting.

VOTED: That Matt Willis, Interim Executive Director,
Sara Sally Kelly, Board of Director President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Pine Haven Boys Center to enter into contracts or
(Name of Corporation/LLC)
agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any of 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 the certificate is attached. The 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 it is understood that the State of New Hampshire will rely on this certificate as evidence 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 of 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: 05/13/2025

Signature of Elected Officer
Name: [signature]

Title: Vice President Board of Directors

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PINEHAV-01 ESHEPPARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Group, Inc. PO Box 2300 Henniker, NH 03242	CONTACT NAME: PHONE (A/C, No, Ext): (603) 428-3238 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Pine Haven Boys Center Inc. 133 River Road Allenstown, NH 03275-2362	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Kinsale Insurance Company INSURER B : National Indemnity INSURER C : Granite State Health Care & Human Services Self Insured Group INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			0100310012-0	6/30/2024	6/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			70APR429804	9/20/2024	9/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			P10187HCHS2025	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*WC Information
Included States: NH

CERTIFICATE HOLDER

State of New Hampshire, Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Eudi Sheppard

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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date: 02/05/2025

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate of Insurance

Certificate Holder

State of New Hampshire
Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

Companies Affording Coverage

Company Letter A	Healthcare and Human Services Self-Insured Group Trust
Company Letter B	Crum & Forster

This policy is effective at 12:00am on 01/01/2025, and will expire at 12:01am on 01/01/2026.
This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS	
A: Workers' Compensation & Employer's Liability					
Healthcare and Human Services Self-Insured Group Trust	P10187HCHS2025	01/01/2025	01/01/2026	E.L. Each Accident	$1,000,000
				E.L. Disease-Pol Limit	$1,000,000
				E.L. Disease-Each Emp	$1,000,000
B: Excess Insurance					
Crum & Forster	412-100497-8	01/01/2025	01/01/2026	Workers' Compensation	Statutory
				Employer's Liability	$1,000,000

Description of Operations

☐ Officers Excluded

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

Member

Pine Haven Boys Center, Inc.
133 River Road
Allenstown, NH 03275

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

The LAWSON GROUP
Thinking. Without the Box.

Alisha Robbins — 02/05/2025
Authorized Representative — Date

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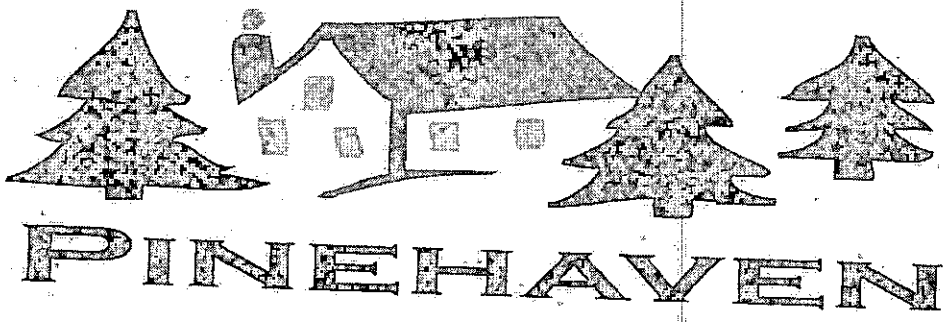
ITEM 7



133 River Road, Allenstown, NH 03275
603-485-7141
www.pinehavenboyscenter.org

Philosophy: The Philosophy can be summarized in two statements:
"There is no such thing as a bad boy."
"Children need and are entitled to their families."
Pine Haven feels that as a troubled boy has acquired destructive and unhealthy patterns of behavior, given the opportunity, he can relearn more productive and adequate habits.

Mission statement: "Pine Haven is committed to providing children with positive experiences and success oriented programs. The process is to identify appropriate behaviors: catching the child doing right. The ultimate goal is to have the youngster return to his family, school, and community. When reunification is not the plan, Pine Haven is committed to promoting the optimal, possible level of involvement between the child and his family. Pine Haven honors the dignity, resources and strengths of families and is dedicated to involving them in all major decisions affecting their children".

Vision: The vision of Pine Haven Boys Center is to offer care that is accessible, safe, ethical, culturally diverse and of high quality to promote and strengthen the health and well-being of our clients and, if possible, of their families.

Values: Pine Haven is committed to integrating the values of Respect, Integrity, Dedication, Quality and Professionalism into every activity and service provided.

Scope of services: With around-the clock-nurturing and state of the art therapy, Pine Haven's goal is to reintegrate the boys into their families, schools and communities by teaching them the skills necessary to succeed.

Location: Allenstown, NH – halfway between Concord and Manchester.

Hours of service: Pine Haven is open 24 hours a day all year long.

Characteristics of Children Admitted: Emotionally disturbed, attention deficit disordered, learning disabled, school phobic, runaways, CHINS, mild intellectual disability, verbally/physically aggressive, physically/sexually abused, sexually reactive (sexually acting out latency-age boys), developmentally delayed, Other Health Impaired, delinquent, on probation, children with psychiatric issues, speech & language disabled, and children who have misused fire.
Population: Males (age: 6-15; grades 1-8).

Intake Procedure: Initial telephone or email contact and referral information is provided to Pine Haven to start the process. Interview with the student, family and sending/referring agency. Emergency admissions are also an option as quickly as the same day (depending on bed availability).

January 2023

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Programs and Services: Pine Haven is a private, non-sectarian, residential treatment center for twenty boys that provides specialized services to both the child and their families.
Educational Program: Four non-graded, small (up to six students), self-contained classrooms; individually prescribed instruction; summer school; transition programs into the public schools. Day students may be considered.
Therapeutic Programs: Master's Degree Therapists provide individual, group, family and sibling therapy as well as parenting groups. The clinical work with residents and siblings relies on hands-on techniques (play, puppets, sand therapy, art, etc.) to meet the needs of this young, immature population. Pine Haven is specialized in the treatment of sexually abused, sexually reactive, latency-age boys. Pine Haven's clinical consultant, Lynn Sanford, a nationally recognized expert in sexual abuse, provides monthly consultation to both residential and clinical departments.
Fire Setters Program: Pine Haven has a formal program including a psycho-educational component for the children and their families in fire education, understanding the dynamics of fire setting behavior, communication and limit setting.
In Home Family Program: Qualified/trained family workers or therapists offer a flexible, individualized array of services to empower families to reunite and successfully integrate into the community.
Residential Program: The boys live in a cottage-style residence. The focus is on treatment, life skill issues, and interpersonal relationships. Group meeting, supportive counseling, limit setting, behavior management and crisis intervention are provided. Each child has his own bedroom. A psychological evaluation may be provided at admission if necessary.
Recreational Program: A variety of physical activities on the premises and in the community, such as sports, hikes and field trips are available to the children.
Health Program: Routine preventive health care, physical activity, personal hygiene, adequate rest, and balance nutrition are also role modeled and encouraged.
Religious Program: Children of all religious denominations are accepted and opportunities to practice and share their faith are offered.
Additional Programs: Psychiatric services are provided by a psychiatrist licensed in NH and VT and a psychiatric nurse practitioner licensed in NH.
Respite Families: This program connects children with the opportunity to experience a safe adult relationship as well as to interact outside of Pine Haven to practice skills learned while on campus.
FROGS Program (Families Rediscovering Opportunities, Growth and Support). This program is geared toward helping children transition back into a community setting after the residential episode. They maintain the same therapist and case manager to help maintain stability. Services offer the opportunity to work on the issues that are impacting their functioning in their own homes and communities.
Tuition: There are no fees charged to the children served and to their families.

Treatment Modalities: Play therapy, Trauma Focused Cognitive Behavior therapy, Cognitive Behavior Therapy, Trust Based Relations Interventions, Medication management, Zones of Regulation, sexual abuse curricula.

Staffing: Psychiatric and psychological consultants, MA therapists, special education teachers, tutor, professional childcare workers, awake-overnight staff (all staff meet the requirements established by the State of New Hampshire).

Accreditations:
Accredited by: CARF International
Licensed by: N.H. State Department of Health and Welfare
Accredited by: N.H. Department of Education – Special Education
Certified by: N.H. Division for Children, Youth and Families

PINE HAVEN BOYS CENTER

FINANCIAL REPORT

JUNE 30, 2023

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Pine Haven Boys Center
Allenstown, New Hampshire 03275

Opinion

We have audited the accompanying financial statements of the Pine Haven Boys Center, which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Pine Haven Boys Center as of June 30, 2023 and 2022, 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 Pine Haven Boys Center 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.

Litigation Uncertainty

As discussed in Note 9 to the financial statements, the Pine Haven Boys Center is a defendant in a number of lawsuits from former students. Our opinion is not modified with respect to this matter.

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.

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

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 Pine Haven Boys Center's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 Pine Haven Boys Center'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 Pine Haven Boys Center'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.

Nathan Wechsler & Company

Concord, New Hampshire
January 9, 2024

PINE HAVEN BOYS CENTER

STATEMENTS OF FINANCIAL POSITION
June 30, 2023 and 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents	$ 3,034,857	$ 3,267,516
Restricted cash	359,390	359,390
Accounts receivable, net of allowance	351,012	382,535
Total current assets	3,745,259	4,009,441
PROPERTY AND EQUIPMENT, NET	346,423	191,274
Total assets	**$ 4,091,682**	**$ 4,200,715**

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 34,401	$ 47,806
Accrued expenses	322,182	251,088
Total liabilities	356,583	298,894
COMMITMENTS (See Notes)		
NET ASSETS		
Without donor restrictions (Note 6)	3,375,709	3,542,431
With donor restrictions (Note 7)	359,390	359,390
Total net assets	3,735,099	3,901,821
Total liabilities and net assets	**$ 4,091,682**	**$ 4,200,715**

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
Years Ended June 30, 2023 and 2022

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Operating revenue						
Board and care	$ 3,874,517	$ -	$ 3,874,517	$ 3,892,645	$ -	$ 3,892,645
Tuition and registration	1,033,374	-	1,033,374	955,137	-	955,137
U.S. Department of Agriculture	36,374	-	36,374	42,245	-	42,245
Contributions	2,166	-	2,166	6,124	42,385	48,509
Total public support and other operating revenue	4,946,431	-	4,946,431	4,896,151	42,385	4,938,536
Net assets released for satisfaction of program restrictions	-	-	-	1,486	(1,486)	-
Total public support and other operating activities, including net assets released from restriction	4,946,431	-	4,946,431	4,897,637	40,899	4,938,536
Expenses:						
Program services	3,744,027	-	3,744,027	3,303,337	-	3,303,337
Finance and administration	919,975	-	919,975	602,172	-	602,172
Total expenses	4,664,002	-	4,664,002	3,905,509	-	3,905,509
Change in net assets from operations	282,429	-	282,429	992,128	40,899	1,033,027
Non-operating activities:						
Interest income	44,712	-	44,712	1,358	-	1,358
Gain on sale of assets	4,000	-	4,000	-	-	-
Contribution expense (Note 10)	(500,000)	-	(500,000)	-	-	-
Miscellaneous income	2,137	-	2,137	569	-	569
Total non-operating activities	(449,151)	-	(449,151)	1,927	-	1,927
Change in net assets	(166,722)	-	(166,722)	994,055	40,899	1,034,954
Net assets, beginning of year	3,542,431	359,390	3,901,821	2,548,376	318,491	2,866,867
Net assets, end of year	**$ 3,375,709**	**$ 359,390**	**$ 3,735,099**	**$ 3,542,431**	**$ 359,390**	**$ 3,901,821**

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

STATEMENTS OF CASH FLOWS
Years Ended June 30, 2023 and 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ (166,722)	$ 1,034,954
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Depreciation	44,660	38,965
Bad debt expense	50,628	10,746
(Increase) decrease in accounts receivable	(19,105)	27,042
Decrease in prepaid expenses	-	40,456
Increase (decrease) in accounts payable	(28,458)	1,601
Increase (decrease) in accrued liabilities	71,094	(47,202)
Net cash provided by (used in) operating activities	**(47,903)**	**1,106,562**
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	**(184,756)**	**(1,000)**
Net increase (decrease) in cash and cash equivalents,	**(232,659)**	**1,105,562**
Cash and cash equivalents, beginning of year	**3,626,906**	**2,521,344**
Cash and cash equivalents, end of year	**$ 3,394,247**	**$ 3,626,906**
Cash as presented on the statements of financial position:		
Cash and cash equivalents	**$ 3,034,857**	**$ 3,267,516**
Restricted cash	**359,390**	**359,390**
	$ 3,394,247	$ 3,626,906
NONCASH INVESTING AND FINANCING INFORMATION		
Purchases of property and equipment	$ 200,809	$ -
Change in accounts payable related to fixed asset purchases	(15,053)	-
Less deposits made in the prior year	(1,000)	-
Cash paid for property and equipment	**$ 184,756**	**$ -**

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2023

	Program Services		Total Program Services	Finance and Administration	Total
	Instruction	Board and Care			
Salaries and wages	$ 430,599	$ 2,167,491	$ 2,598,090	$ 564,897	$ 3,162,987
Employee benefits	90,115	275,165	365,280	110,807	476,087
Payroll taxes and workers' compensation insurance	35,679	171,173	206,852	25,572	232,424
Total salaries and related expenses	556,393	2,613,829	3,170,222	701,276	3,871,498
Professional fees and consultants	43,035	11,621	54,656	90,564	145,220
Insurance	4,361	133,145	137,506	659	138,165
Food	-	84,439	84,439	-	84,439
Staff development and training	12,150	39,787	51,937	13,532	65,469
Utilities	13,019	39,432	52,451	2,667	55,118
Repairs and maintenance	8,774	40,586	49,360	842	50,202
Other consumable supplies	-	19,274	19,274	29,268	48,542
Depreciation	2,136	3,785	5,921	38,739	44,660
Office supplies and expenses	-	-	-	31,603	31,603
Education and training	20,457	131	20,588	-	20,588
Transportation	1,304	16,394	17,698	-	17,698
Building and household	2,232	9,115	11,347	-	11,347
Equipment maintenance	1,375	4,586	5,961	4,943	10,904
Membership dues	300	-	300	5,859	6,159
Assistance to students	-	6,011	6,011	-	6,011
Medical	128	5,600	5,728	-	5,728
Miscellaneous expenses	-	-	-	23	23
Bad debt expense	-	50,628	50,628	-	50,628
Total expenses	$ 665,664	$ 3,078,363	$ **3,744,027**	$ **919,975**	$ **4,664,002**

See Notes to Financial Statements.

PINE HAVEN BOYS CENTER

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

	Program Services		Total Program Services	Finance and Administration	Total
	Instruction	Board and Care			
Salaries and wages	$ 297,013	$ 1,970,398	$ 2,267,411	$ 379,311	$ 2,646,722
Employee benefits	60,152	305,217	365,369	42,020	407,389
Temporary staff	-	-	-	15,429	15,429
Payroll taxes and workers' compensation insurance	30,550	169,373	199,923	25,189	225,112
Total salaries and related expenses	387,715	2,444,988	2,832,703	461,949	3,294,652
Professional fees and consultants	45,275	270	45,545	58,592	104,137
Insurance	28,347	46,947	75,294	4,285	79,579
Staff development and training	44,371	10,582	54,953	4,911	59,864
Food	-	59,662	59,662	-	59,662
Other consumable supplies	-	31,620	31,620	24,542	56,162
Utilities	11,506	30,547	42,053	1,291	43,344
Depreciation	13,885	23,890	37,775	1,190	38,965
Building and household	5,073	28,727	33,800	-	33,800
Repairs and maintenance	1,550	26,617	28,167	129	28,296
Office supplies and expenses	-	-	-	27,424	27,424
Education and training	24,598	1,426	26,024	-	26,024
Equipment maintenance	1,670	4,678	6,348	5,162	11,510
Medical	-	10,964	10,964	-	10,964
Transportation	4	9,611	9,615	-	9,615
Assistance to students	-	8,324	8,324	-	8,324
Membership dues	490	-	490	129	619
Miscellaneous expenses	-	-	-	1,822	1,822
Bad debt expense	-	-	-	10,746	10,746
Total expenses	$ 564,484	$ 2,738,853	**$ 3,303,337**	**$ 602,172**	**$ 3,905,509**

See Notes to Financial Statements.

Note 1. Nature of Activities

Pine Haven Boys Center ("the Center"), located in Allenstown, New Hampshire, is a voluntary not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for charitable and organizational purposes.

The Center operates a non-sectarian, therapeutic intervention and educational program for boys 6 through 15, who are referred by social agencies, schools, families and courts. The Center's goal of treatment is to return youngsters to community life in as short a time as possible, with improved coping skills.

Note 2. Significant Accounting Policies

Basis of accounting: The financial statements of the Center have been 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 in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Accordingly, actual results may differ from estimated amounts.

Net assets: The Center 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.

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.

The Center 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 statements of activities and changes in net assets as net assets released from restrictions.

See Note 7 for more information on the composition of net assets with donor restrictions.

Cash and cash equivalents: For purposes of reporting cash flows, the Center considers all money market accounts to be cash equivalents. The Center had cash equivalents as of June 30, 2023 and 2022 amounting to $77 and $737,016, respectively.

Accounts receivables: 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. At June 30, 2023 and 2022, accounts receivable is presented net of allowance for bad debts in the amount of $10,000 and $-, respectively.

Property and equipment: Property and equipment is recorded at cost or, in the case of donated assets, at fair value. Items with an individual or aggregate cost of less than $1,000 are expensed in the year of purchase.

Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Building and land improvements	10-39
Furniture and fixtures	5-7
Office equipment	5–10
Equipment	5-7
Vehicles	5

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related accumulated depreciation and any gain or loss is recognized.

Income taxes: The Center qualifies as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Center 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 Center adopted the provision of FASB ASC 740, *Accounting for Uncertainty in Income Taxes*. Accordingly, management evaluated the Center's tax positions and concluded the Center 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 Center is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2020.

Functional allocation of expenses: The statements of functional expenses present expenses by function and natural classification. Expenses directly attributable to a specific functional area of the Center are reported as expenses of those functional areas. A portion of finance and administration costs that benefit multiple functional areas (indirect costs) have been allocated across programs and finance and administration based on estimates of time and effort.

Advertising: The Center expenses all advertising costs as incurred. Advertising expense for the years ended June 30, 2023 and 2022 amounted to $19,611 and $9,784, respectively.

Operating measure: The Center has presented the statements 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 Center'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 programs and services.

Revenue and revenue recognition: The Center recognizes revenue from educational services 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 Center offers room and board to all of its students. The performance obligation of providing access to housing and meals is satisfied ratably over the period in which the student lives on campus. The Center bills the students' local school districts, the State of New Hampshire, or the State of Vermont monthly based on daily rates established by the New Hampshire Department of Education (NH DOE). 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.

The Center 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.

Change in accounting principles: On July 1, 2022, the Center adopted ASU 2016-02 "Leases (Topic 842)" and subsequent amendments thereto, which requires the Center to recognize most leases on the statements 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 Center 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 Center receives support from similar governmental agencies in other states.

The Center maintains cash accounts in multiple financial institutions. The Center's cash accounts are insured by the FDIC up to $250,000 per depositor at each financial institution. At June 30, 2023, the Center's uninsured cash balances totaled approximately $695,000.

In addition, at June 30, 2023, the Center had a cash balance amounting to approximately $2,364,000 held through an Insured Cash Sweep Service (ICS) agreement between the Center and its bank. The ICS places the Center's funds at other FDIC insured banks in amounts that do not exceed the FDIC insured maximum. Through the ICS program, the Center can exclude specific banks to ensure the FDIC insured limit is never exceeded at the destination banks.

Note 4. Property and Equipment

Property and equipment, at cost, June 30,	2023	2022
Building and land improvements	$ 800,513	$ 800,513
Furniture and fixtures	45,190	45,190
Office equipment	70,218	70,218
Equipment	169,679	169,679
Vehicles	140,323	79,832
Construction in progress	139,317	-
Total property and equipment	1,365,240	1,165,432
Less accumulated depreciation	1,018,817	974,158
Total property and equipment, net	**$ 346,423**	**$ 191,274**

Note 5. Lease Commitments

On March 25, 2022, the Center entered into a one-year lease for facilities from the Order of St. Jerome Aemilian, Inc. ("the Order"), commencing July 1, 2022 through June 30, 2023, with an option to renew for seven additional periods through June 30, 2029. The lease provides for minimum annual rent based upon the sum of the following components: 1) an amount representing the total annual depreciation of buildings or improvements which the Order has constructed for use by the Center; and 2) an amount representing the total annual interest on borrowings used by the Order to construct or improve the buildings for use by the Center. The Center is also responsible for the payment of taxes, insurance, repairs and maintenance and utilities incurred in connection with the use of the property owned by the Order. Total rent expense under this lease amounted to $- for both years ended June 30, 2023 and 2022.

The Center also leases a copier machine at $100 per month for a total of 60 months, terminating January 2023. During the year ended June 30, 2023 the Center renewed the lease for an additional 48 months with the same monthly payments. The lease expense under this lease amounted to $1,194 for both years ended June 30, 2023 and 2022.

Total future minimum lease payments under this lease amount are as follows:

Year Ending June 30,	
2024	$ 1,194
2025	1,194
2026	1,194
2027	597
Total future minimum lease payments	$ 4,179

Note 6. Net Assets without Donor Restrictions

The Center's net assets without donor restrictions are comprised of the following:

June 30,	2023	2022
Undesignated	$ 2,029,286	$ 2,351,157
Undesignated - invested in property and equipment	346,423	191,274
Board designated - capital improvements	1,000,000	1,000,000
Total net assets without donor restrictions	**$ 3,375,709**	**$ 3,542,431**

Note 7. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2023	2022
Subject to expenditure for specified purpose or period:		
Special projects	$ 316,411	$ 316,411
Security cameras	40,899	40,899
Winter recreation	2,080	2,080
Total net assets with donor restrictions	**$ 359,390**	**$ 359,390**

Note 8. Liquidity and Availability of Resources

The following reflects the Center's financial assets as of the statements of financial position date, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statements of financial position date. Amounts not available include amounts set aside for special projects in the board designated funds that could be drawn upon if the governing board approves that action.

June 30,	2023	2022
Cash and cash equivalents	$ 3,394,247	$ 3,626,906
Accounts receivable	351,012	382,535
Financial assets, at year-end	3,745,259	4,009,441
Less those unavailable for general expenditures within one year, due to:		
Contractual or donor-imposed restrictions:		
Restricted by donors with purpose restrictions	(359,390)	(359,390)
Board designations	(1,000,000)	(1,000,000)
Financial assets available to meet cash needs for general expenditures within one year	$ 2,385,869	$ 2,650,051

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Center has board designated funds of $1,000,000. Although the Center does not intend to spend from these funds other than amounts appropriated for general expenditure as part of its annual budget approval and appropriate process, amounts from these funds could be made available if necessary.

Note 9. Pending Litigation

The Center has been named as the defendant in multiple lawsuits from former students. Currently, there are five insured claims that share a $100,000 limit that includes defense costs and there are two other insured claims that each have a $500,000 limit with non-eroding defense coverage. No monetary damages have been identified for any of the pending lawsuits. In addition, the probability of an unfavorable outcome has not been determined for any of the pending lawsuits.

Note 10. Supporting Organization - Pine Haven Boys Center Foundation

Pine Haven Boys Center Foundation ("the Foundation") is a qualified charitable foundation organized for the purpose of supporting Pine Haven Boys Center. Pine Haven Boys Center receives annual contributions from the Foundation which are restricted for special projects and therapeutic programs not covered by other funding sources. During the years ended June 30, 2023 and 2022, the Center received restricted supporting contributions from the Foundation amounting to $- and $42,385, respectively.

During the year ended June 30, 2023, the Center sent a contribution of $500,000 to the Foundation. The amount is included on the statements of activities and changes in net assets as a contribution expense.

Note 11. Retirement Plans

The Center has a defined contribution retirement plan ("the Plan") qualified under Section 403(b) of the Internal Revenue Code covering all employees who have attained the age of 21 with at least two consecutive years of service. The Center makes contributions to the Plan each year equal to 5% of the eligible compensation of all participants. The Center's contributions to the Plan for the years ended June 30, 2023 and 2022 amounted to $85,305 and $58,364, respectively.

Note 12. Subsequent Events

The Center has evaluated subsequent events through January 9, 2024, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. Since the current year end, the Center has been named as a defendant in an additional three lawsuits filed against the Center. See Note 9 for details regarding the pending litigation. There were no additional subsequent events identified that would require disclosure in the financial statements for the year ended June 30, 2023.

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PINEHAVEN

PINE HAVEN BOYS CENTER BOARD OF DIRECTORS

Sally Kelly, President,

Barbara Griffin, Vice President

Mark Hutchins, Treasurer

Father Remo Zanatta, Executive Director (Non-Voting Board Member)

Donald Carrier

George Edwards

Steve Fowler

Geoffrey Kennedy

Frederick Ryan

John Malmberg, Attorney (Not a Board Member)

[redacted]

Committees

Executive Committee
Sally Kelly (Ac\ting Chair), Barbara Griffin, Mark Hutchins

Finance Committee
Barbara Griffin (Chair), Mark Hutchins

Personnel Committee
Sally Kelly (Chair), Barbara Griffin, Mark Hutchins

Facilities Committee
Geoff Kennedy, Fred Ryan, Don Carrier

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Father Remo Zanatta, CRS
[redacted]

Professional Profile:

- Master's Degree in Education – Rivier College, Nashua, NH (2001)
- Bachelor's Degree in Theology – Saint Anselm College, Rome, Italy (1997)
- Ordained Catholic priest – Italy (1998)

Work Experience

Pine Haven Boys Center – Allenstown, NH

April 2021 – October 2021 Transitional Director

Worked with Executive Director to transition into current Executive Director

May 2018 – April 2021 Assistant Executive Director

Managed daily operations of the residential center

1997- 2011 – Cottage Director

- Managed Staff in Residential Housing unit

Order of Clerics Regular of Somasca – Houston TX

2017– Present – Major Superior

Formed two religious communities in the USA (Allenstown and Houston)
Admit to the profession the novices, as well as the religious of temporary vows to the renewal of their vows, and to solemn profession;
Admit the religious candidates to ministries and orders

2014 – 2018 – Vocational Director

Spiritual director at St. Mary Parish at
Texas A&M, College Station, TX
Louisiana State University, LA
Rice University, TX
University of Houston, TX

Christ the King Catholic Church – Houston TX

2011- 2014 - Parochial Vicar

Assist in pastoral duties for parish

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Matthew Willis's Resume

View candidate

Matthew Willis

[redacted]

Authorized to work in the US for any employer

Work Experience

Director of Internal Affairs and Career Development

Cheshire County Department of Corrections
September 2009 to December 2020

- Responsible for overseeing the training department.
- Oversaw safety and security.
- Supervised payroll.
- Managed and monitored internal environment and made recommendations to prevent litigation.
- Responsible for overseeing hiring boards.
- Point of contact for Department of Corrections human resources.
- Oversaw the disciplinary system.
- Maintained, updated and enforced policy and procedures.
- Communicated with courts and other agencies to maintain strong relationships.
- Maintained strong support goals to provide tools to offenders and lower recidivism.
- Conducted all internal and external investigations.
- Ensured Compliance regarding local, state and federal laws.
- Provided leadership and mentoring to staff.
- Voting of the New Hampshire Association of Counties certification board.
- Attended Superintendent Affiliate and Commissioner meetings in the Superintendents absence.

Owner/Partner

Crossfire Paintball LLC
October 2007 to July 2009

- Developed and implemented a business plan.
- Presented submittals to the planning board.
- Coordinated all construction and fit up of building.
- Responsible for accounts payable and receivable.
- Managed daily operations.
- Held largescale events.
- Successfully advertised with media outlets.
- Created and maintained operational budget.
- Interacted with state and local officials during formation and construction of indoor and outdoor facilities.
- Established and maintained working relationships with vendors and the community.

Vice President

Steenbeke and Sons Building Supply Inc
May 1991 to August 2006

- Maintained a productive work environment for 125 employees.
- Managed 11 locations netting $32,000,000 per year, netting a 4% increase per year.
- Effectively cut overhead while increasing revenues.
- Prepared and analyzed financial reports.
- Solved customer service issues.
- Maintained working budget for all goods and services

Education

Bachelor's degree in Criminal Justice and Business Administration
Southern New Hampshire University
2023

Skills

- Executive leadership
- Budget and finance
- Project management
- Customer service
- Microsoft Office
- Nonprofit operations
- Accounts Payable
- Budgeting
- Training & Development

Awards

Commendation for Critical Event
2011

Commendation for Valor
2013

Metal of Valor
2019

Assessments

Recruiting — Highly Proficient
March 2021

Managing the candidate sourcing and selection process
Full results: Highly Proficient

Management & leadership skills: Planning & execution — Expert
March 2021

Planning and managing resources to accomplish organizational goals
Full results: Expert

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Certified Corrections Officer
Certified Building Materials Specialist
CPR/First aid

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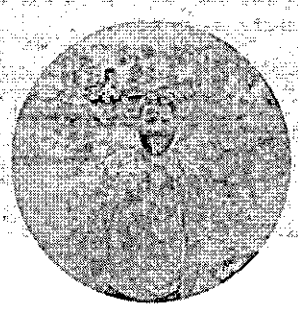
SAM GIAMMARINO

DIRECTOR OF MEMORY CARE



[redacted]
[redacted]
[redacted]

PROFILE

A qualified and professional Director of Memory Care with nine years of experience in the health care field. Strong creative and interpersonal skills. A team player with an eye for detail bringing structure, routine, consistency, and safety to your loved ones. Hailing from New England, a former certified trauma specialist, and supervisor of an inner-city group home for children with complex trauma, and intellectual and developmental disabilities.

EDUCATION

BACHELOR OF PSYCHOLOGY

Southern Vermont College

2009 - 2013

SKILLS

- Yardi - clinical documentation
- Microsoft Suite
- Kronos - staff scheduling
- Relias - trainings and courses
- Ultipro - staff supervisions
- Evolv - services, incident reports, client documentation, shift notes
- Outlook - client and school scheduling, therapy appointments, staff meetings
- Tels/Facility Dude - work orders and facility repairs
- Extensive specialized training in therapeutic crisis intervention and trauma-informed care
- Creative Problem-Solving
- Strong Communication
- CPR certified

EXPERIENCE

DIRECTOR OF MEMORY CARE

Clarendale at Bellevue Place

2021 - Present

- Responsible for planning, coordinating, and directing a wide and varied scope of activities and programming which meet the spiritual, emotional, intellectual, vocational, social, physical, and environmental needs of residents with neurodegenerative disease.
- Leads training in the instruction of the 'Heartfelt Connections' Memory Care Program and a monthly caregiver support group for families.
- Directs individual and group educational opportunities for residents, staff, and families in disease intervention and management.
- Selects, interviews, trains, supervises and evaluates staff performance.
- Coordinates and directs daily recreation activities: current events, discussion groups, music therapy, pet therapy, sensory stimulation, cultural activities, religious services, special entertainment, out of community trips, special events, volunteer work, and one-on-one visits.
- Prepares and maintains medical records, reports, and schedules in accordance with state regulations.
- Purchases inventory supplies, equipment, and resources
- Maintains accurate documentation of residents' progress, participation, and responses to daily activity programming.

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EXPERIENCE CONT.

RESIDENTIAL SHIFT SUPERVISOR

The Home for Little Wanderers: Harrington House - Boston, MA

2018 - 2021

- Clinical based approach to individualized treatment plans centering on trauma informed care and therapeutic crisis intervention
- Drafting Documentation: safety protocols, case notes, behavior support plans, shift assignment schedules and reports
- **Milieu Responsibilities**: standard and emergency operating procedures, shift structure and assignments, direct child care, scheduling activities and visitations, emergency and routine appointments, and community involvement
- **Clinical Responsibilities**: admissions criteria and procedure, intake information, 51A reporting, risk protocols
- **Supervisor Responsibilities**: scheduling and conducting supervision evaluations, performance management, documentation

TRAUMA SPECIALIST & LEAD RESIDENTIAL TREATMENT COUNSELOR

Crotched Mountain Rehabilitation Center - Greenfield, NH

2014 - 2017

- Responsible in a supervisor role for serving clients with high emotional and behavioral needs in a residential setting
- Part of the Trauma Specialist team; training regularly with a licensed Psychologist from Dartmouth Hitchcock Medical Center
- Updated and maintained all client records including: DCYF progress notes, treatment and behavior support plans
- Coordinated and implemented the programs daily schedule and supported in crisis management
- Supported Program Manager and Clinical Teams with developing client safety and behavior plans
- Directly assisted, supported, and supervised adolescent clients suffering from a comprehensive scope of medical and trauma centered disabilities as well as youth who were previously incarcerated; victims of severe abuse, trauma, and neglect; and supported clients both academically and vocationally.

RESIDENTIAL EDUCATION COUNSELOR

Bennington School - Bennington, VT

2013 - 2014

- Provided recreational activities
- Implemented restraint techniques
- Helped facilitate family therapy sessions
- Provided counseling to clients and families
- Coordinated visits between clients and families

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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: **Pine Haven Boys Center**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Fr. Remo Zanatta	Executive Director	$0.00	$106,810.79
Matthew Willis	Assistant Executive Director	$0.00	$106,810.79
Sam Giammarino	Residential Director	$0.00	$95,166.85
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

???

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NRC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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	

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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.

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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.

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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 Pine Haven Boys Center ("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:

   $ 19,583,786.17

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	◦ 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)*

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 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

23. 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 - Pine Haven Boys Center	
Residential for IEP eligible youth per day until 6/30/2023	$516.62
Residential Non-IEP eligible youth per day until 6/30/2023	$516.62

Program - Pine Haven Boys Center	
Residential for IEP eligible youth per day effective 7/1/2023	$645.87
Residential Non-IEP eligible youth per day effective 7/1/2023	$645.87

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.

24. Modify Exhibit C, Payment Terms, Subsection 5.5., to read:

5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:

5.5.1. Sub-total: $19,063,322.00

5.5.2. SFY 22: $3,620,712.00

5.5.3. SFY 23: $3,620,712.00

5.5.4. SFY 24: $5,910,949.00

5.5.5. SFY 25: $5,910,949.00

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
2A0EEC7D61684E3...
Name: Katja S. Fox
Title: Director

Pine Haven Boys Center

11/28/2023
Date

DocuSigned by:
John Reagan
4470EE56C11142B...
Name: John Reagan
Title: President

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
74873484494146O
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. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	$49,869,640.18	$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.

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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:

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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

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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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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	55
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 Sarette, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tanja Godtfredsen, Business Administrator, Finance

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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	83
2	Dover Childrens Home	Dover	91
3	Home for Little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	78
5	Mentor ABI LLC (NeuroRestorative)	NeuroRestorative NH	61
6	Nashua Children's Home	Nashua	91
7	Orion House Incorporated	Orion	82
8	Spaulding Academy & Family Services	Spaulding	81
9	St. Anns Home, Inc.	St. Ann's	65
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Duggan, Administrator, DCYF

4 Terje Godtfredsen, Business Administrator, Finance

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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	10-DHHS-2021-DCBH-12-RESID
LEVEL OF CARE	Level 3

	Proposal Name	Description	TOTAL SCORE
1	Devereux Foundation	Devereux Level 3 Intensive	74
2	Easter Seals	NJ Boys - Intensive	93
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	86
5	Easter Seals	NJ Girls - Intensive	90
6	Home for Little Wanderers	Hayden	77
7	Manor 429 (Haven/Restorative)	Manor	93
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Hall Farm Fling	94
10	Mount Prospect Academy, Inc.	Option A PSG Runner	94
11	Mount Prospect Academy, Inc.	Option A Summit Path	94
12	Mount Prospect Academy, Inc.	Option C Carol Hanyam	87
13	Mount Prospect Academy, Inc.	Option C Carol Plant	90
14	Mount Prospect Academy, Inc.	Option C Safe Care Campion	89
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	SYP	95
17	Spaulding Academy & Family Services	MSP	95
18	Spaulding Academy & Family Services	LHP	95
19	St. Anne Home, Inc.	Option A	87
20	St. Anne Home, Inc.	Level 3, Option C	87
21	Treehouse, Inc.	Dietrich	93
22	Vermont Permanency Initiative, Inc.	Harmony	95
23	Wellsley Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lamont, Program Specialist IV, CDH
2 Pamela Rosa, Program Specialist IV, CDH
3 Kathleen Bond, Program Specialist IV, CDH
4 Jessica Hastings, Administrator, DCYF
5 Kara Lamont, Administrator, Finance
6 Amanda Lamont, Financial Reporting Mgr

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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-CBH-12-RESID
LEVEL OF CARE	Level 4

	Proposer Name	Option/Program	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	93
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	99
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	93
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	93

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CBH
2 Adele Baumer, Administrator, CBH
3 Erica Ungerer, Director for CBH
4 Rebecca Frederic, Administrator, DOE
5 Tonia Goodfriend, Business Administrator, Finance
6 Elizabeth Lafontaine, Administrator, Finance

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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 Pine Haven Boys Center		1.4 Contractor Address PO Box 162, Suncook, NH 03275	
1.5 Contractor Phone Number (603) 485-7141	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $11,382,600.17
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: Paul Riva Date: 6/24/2021		1.12 Name and Title of Contractor Signatory Paul Riva Executive Director	
1.13 State Agency Signature DocuSigned by: Katja Fox 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:	

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Date 6/24/2021

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed, 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

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exceeds accreditation standards and safety standards for the needs of the individuals and staff to ensure the quality of services is not compromised.

1.11.2.2. The Contractor shall notify the Department immediately, by phone or email when any of the staff ratios fall below the recommended levels and provide a plan for Department review that describes strategies to:

1.11.2.2.1. Ensure individual and staff safety is maintained at all times.

1.11.2.2.2. Ensure quality of services is not compromised.

1.11.2.2.3. Recruit staff to fill those positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the Individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the Individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. 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:

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1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;

1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:

1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;

1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and

1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/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

Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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,

1.19.4.5. Coordination of education services, and/or
1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:
1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.
1.19.5.2. The age and developmental level of the population.
1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.
1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:
1.20.2.1. Safety
1.20.2.2. Trustworthiness and Transparency
1.20.2.3. Peer Support
1.20.2.4. Collaboration and Mutuality
1.20.2.5. Empowerment, Voice and Choice
1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and.

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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	Pine Haven Boys Center	Suncook, NH	20	na
Reserved				
Reserved				
Reserved				
Reserved				
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
2.7.2.6. Specialized assessment and treatment services.

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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

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

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 pursing 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).

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

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. Pine Haven Boys Center

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	1:8
Clinical Ratio	1:8	1:8
Family Worker	1:8	1:8 (shared case management)
Family Therapist	1:8	Not allocated
Transportation	Not Required	Not allocated

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Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Case Manager	1:8 or 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 FTE
Psychiatrist	Availability of prescriber or psychiatry on site	2 Contracted
Psychologist	Availability of prescriber or psychiatry on site	1 Contracted
Medical Doctor, APRN	Not Required	Not allocated

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. Aggressive behavior;

3.5.1.2.3. Episodes Moderate Self-Injurious Behaviors;

3.5.1.2.4. Fire Setting

3.5.1.2.5. Problematic Sexual Behavior

3.5.1.2.6. Human Trafficking

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. **Reporting Requirements**

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
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)

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Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

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:

Table B

Category	Key performance metrics
Referral	▪ % 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	▪ % 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	▪ % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* ▪ Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	◦ 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 (*based on internal data which DHHS will access through CME and DCYF system)* ◦ % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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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 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.

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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.

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.

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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

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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.

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.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 $520,464.17 shall be provided to the Contractor, for the expenses incurred to expand 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 expansion period. All DHHS payments to the Contractor for the expansion 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 documention for authorized expenses, subsequent to approval of the submitted invoice.

4.3. The final invoice and supporting documention for authorized start-up/expansion expenses shall be due to the Department no later than forty (40) days after the program is 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 - Pine Haven Boys Center	
Residential for IEP eligible youth per day	$516.62
Residential Non-IEP eligible youth per day	$516.62

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

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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 Departmet 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 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.

5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

5.4. 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.

5.4.1. 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

5.4.2. 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.

5.5. Maximum allotment for daily rate expenditure by fiscal year is as follows:

5.5.1. Sub-total: $10,862,136

5.5.2. SFY 22: $3,620,712

5.5.3. SFY 23: $3,620,712

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5.5.4. SFY 24: $3,620,712

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 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

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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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Start-up costs anticipated for residential treatment programs

Basic Information	
Agency Name	*Pine Haven Boys Center*

Start-up costs		
Line Item	Amount requested	Notes (if needed)
Personnel costs	$ 486,099.00	
Supervisors/managers	88,453.00	
Frontline caseworkers	260,423.00	
Coordination or administrative support	28,855.00	
CQI, QA specialists and/or data analysis		
Other personnel costs	110,368.00	
Program facilities	$ 26,565.17	
Lease		
Maintence and utilities		
Other facility costs	26,565.17	
Program materials and supplies	$	
EBP or program model-specific materials		
Recruitment, hiring, on-boarding materials		
Other program materials/supplies		
Staff transportation	$	
Mileage		
Gas		
Other staff transportation		
EBP or program model-specific expenses	$ 4,800.00	
Program license or other fees		
Program training (initial)	4,800.00	Train new staff in TF-CBT or TF-IPT
Other EBP or program model costs		
Systems costs related to program	$	
Technology for data collection, reporting		
Other systems		
Consulting and sub-contracting	$	
Consulting		
Sub-contracting		
Equipment	$	
Vehicles		
Furniture		
Technology Equipment		
Other Equipment		
Telecommunication	$ 3,000.00	
Phones/Walkie Talkies	3,000.00	
Internet Service		
Other Telecommunication		
Client Provisions	$	
Food		
Clothing/Hygiene		
Other Client Provisions		
All other start-up costs	$	
Total start-up costs	$ 520,464.17	

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials PR
Date 6/24/2021

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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:
Paul Riva
Name: Paul Riva
Title: Executive Director

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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:

6/24/2021
Date

DocuSigned by:
Paul Riva
Name: Paul Riva
Title: Executive Director

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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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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

DocuSigned by:
Paul Riva
Name: Paul Riva
Title: Executive Director

6/24/2021
Date

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CERTIFICATION OR 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.

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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:

DocuSigned by:
Paul Riva

6/24/2021
Date

Name: Paul Riva
Title: Executive Director

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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:
Paul Riva
Name: Paul Riva
Title: Executive Director

Docusign Envelope ID: F742820A-DD91-49A5-AEA3-5479DCCC6EE7

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials PR

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law; pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials PR

Date 6/24/2021

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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	Pine Haven Boys Center
The State by:	Name of the Contractor
Katja Fox	Paul Riva
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Paul Riva
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/24/2021	6/24/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Paul Riva

6/24/2021
Date

Name: Paul Riva
Title: Executive Director

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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: 100999101

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III: RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

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), as amended on August 7, 2024 (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $121,276,968

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 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 5.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

5.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

5.1.2. A copy of the most recent independent financial audit;

5.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

5.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

5.1.5. Additional clarifying information may be required upon request.

5.1.6.

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

5.1.7. 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, publicly posted New Hampshire Bureau of Special Education Private Provider Approved Rate listing posted on NH.gov by the New Hampshire Department of Education.

5.1.8. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

5.1.9. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 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: $120,829,268.00

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

5.3.6. SFY 26: $21,767,416.00

5.3.7. SFY 27: $21,767,416.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/15/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61684E3...
Name: Kaja Fox
Title: Director

Spaulding Academy & Family Services

5/13/2025
Date

Signed by:
Meaghan Emmons
987C59FA40B845D...
Name: Meaghan 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

5/15/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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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: **0006820023**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of December A.D. 2024.

David M. Scanlan

Secretary of State

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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 June 28, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Meaghan 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: 4/24/25

Signature of Elected Officer
Name: Michael Ventura
Title: Board of Directors, Chair

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heidi Shea	
Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	PHONE (A/C, No, Ext): 978-322-7170	FAX (A/C, No): 978-454-1865
	E-MAIL ADDRESS: jennifer.norton@assuredpartners.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : New Hampshire Employers Insurance Company	13083
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Spaulding Academy & Family Services, 72 Spaulding Road, Northfield NH 03276 — SPAUYOU-01

COVERAGES **CERTIFICATE NUMBER:** 798777614 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			PHPK2574880-023	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2574882-023	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB871995-023	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4000938	3/1/2024	3/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			PHPK2574880-023	7/1/2024	7/1/2025	$1,000,000 Occurrence	$3,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date: 03/14/2025

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter the coverage afforded by the policies below.

Certificate of Insurance

Certificate Holder

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Companies Affording Coverage

Company Letter A	Healthcare and Human Services Self-Insured Group Trust
Company Letter B	Crum & Forster

This policy is effective at 12:00am on 03/01/2025, and will expire at 12:01am on 01/01/2026.
This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS	
A: Workers' Compensation & Employer's Liability					
Healthcare and Human Services Self-Insured Group Trust	P02605HCHS2025	03/01/2025	01/01/2026	E.L. Each Accident	$1,000,000
				E.L. Disease-Pol Limit	$1,000,000
				E.L. Disease-Each Emp	$1,000,000
B: Excess Insurance					
Crum & Forster	412-100497-8	03/01/2025	01/01/2026	Workers' Compensation	Statutory
				Employer's Liability	$1,000,000

Description of Operations

☐ Officers Excluded

Covering NH operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

Member

Spaulding Academy & Family Services
72 Spaulding Road
Northfield, NH 03276

The LAWSON GROUP
Thinking. Without the Box.

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Alisha Robbins — 03/14/2025
Authorized Representative — Date

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SPAULDING
ACADEMY & FAMILY SERVICES
1871 Celebrating 150 Years 2021

MISSION STATEMENT

Spaulding Academy & Family Services supports exceptional children and families toward a successful future

72 Spaulding Road, Northfield, NH 03276-4608 • tel (603) 286-8901 • fax (603) 286-8650 • www.SpauldingServices.org

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SPAULDING ACADEMY & FAMILY SERVICES

FINANCIAL REPORT

JUNE 30, 2024

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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, 2024, 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, 2024, 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

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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, 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 26, 2023. In our opinion, the summarized information presented herein as of and for the year ended June 30, 2023 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Wechsler & Company

Concord, New Hampshire
September 24, 2024

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SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF FINANCIAL POSITION
June 30, 2024 and 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash	$ 8,481,554	$ 6,434,994
Accounts receivable, net of allowance for credit loss of $20,000 for 2024 and 2023	3,385,076	2,950,970
Deposits	10,000	-
Grants receivable	-	1,056
Contributions receivable	-	20,000
Prepaid expenses	134,063	120,233
Food inventory	13,803	13,449
Total current assets	12,024,496	9,540,702
PROPERTY AND EQUIPMENT		
Land	661,615	661,615
Buildings and improvements	23,292,428	13,507,854
Vehicles	1,014,273	947,802
Furniture, fixtures and equipment	4,170,693	3,676,683
Construction in progress	250,023	8,684,309
	29,389,032	27,478,263
Less accumulated depreciation	11,286,768	10,274,148
	18,102,264	17,204,115
INVESTMENTS AND OTHER ASSETS		
Investments	15,675,896	11,151,070
Beneficial interests in trusts	2,504,185	2,450,008
Total assets	**$ 48,306,841**	**$ 40,345,895**

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current maturities of bond payable	$ 165,630	$ -
Accounts payable	293,631	865,758
Accounts payable related to construction	36,215	769,481
Accrued expenses	1,207,875	1,089,610
Total current liabilities	1,703,351	2,724,849
Bond payable, less current maturities, net of unamortized debt issuance costs, 2024 $146,097, 2023 $154,658	8,688,273	5,405,737
Total liabilities	10,391,624	8,130,586
NET ASSETS		
Without donor restrictions (Note 8)	33,246,418	28,207,859
With donor restrictions (Note 9)	4,668,799	4,007,450
Total net assets	37,915,217	32,215,309
Total liabilities and net assets	**$ 48,306,841**	**$ 40,345,895**

See Notes to Financial Statements.

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SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended June 30, 2024 and Comparative Totals for Year Ended 2023

	Without Donor Restrictions	With Donor Restrictions	2024 Total	2023 Total
Revenue and support:				
Tuition income	$ 28,169,685	$ -	$ 28,169,685	$ 24,738,805
Other student services	2,030,484	-	2,030,484	1,581,280
Community based programs	958,654	-	958,654	873,881
Other income	34,116	-	34,116	34,366
Contributions of cash and other financial assets	138,857	511,725	650,582	148,909
Grant revenue	-	-	-	289,139
Endowment spending draw	350,000	60,944	410,944	411,742
Investment income from trusts	126,553	-	126,553	99,181
Total revenue and support	31,808,349	572,669	32,381,018	28,177,303
Net assets released from restrictions:				
For satisfaction of restrictions from endowment income	65,687	(65,687)	-	-
For satisfaction of program restrictions	30,558	(30,558)	-	-
	96,245	(96,245)	-	-
Total revenue, support and net assets released from restrictions	31,904,594	476,424	32,381,018	28,177,303
Expenses:				
Program services:				
Residential program	10,495,886	-	10,495,886	9,889,503
Academic program	8,681,383	-	8,681,383	7,214,177
Program support	4,330,326	-	4,330,326	3,675,422
Community based programs	1,428,874	-	1,428,874	1,272,127
Total program expenses	24,936,469	-	24,936,469	22,051,229
General and administrative	2,834,797	-	2,834,797	2,396,889
Fundraising	158,116	-	158,116	99,492
Total expenses	27,929,382	-	27,929,382	24,547,610
Increase in net assets from operating activities	3,975,212	476,424	4,451,636	3,629,693
Nonoperating activities:				
Gain (loss) on disposal of assets	50	-	50	(17,328)
Net realized and unrealized gains, net of spending draw and investment fees	698,368	95,370	793,738	277,095
Interest and dividends	364,929	35,378	400,307	279,659
Change in value of beneficial interests in trusts	-	54,177	54,177	52,721
	1,063,347	184,925	1,248,272	592,147
Increase in net assets	5,038,559	661,349	5,699,908	4,221,840
Net assets, beginning of year	28,207,859	4,007,450	32,215,309	27,993,469
Net assets, end of year	**$ 33,246,418**	**$ 4,668,799**	**$ 37,915,217**	**$ 32,215,309**

See Notes to Financial Statements.

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SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2024 and Comparative Totals for Year Ended June 30, 2023

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Fundraising	Total Supporting Activities	2024	2023
Personnel expenses:										
Salaries and wages	$ 6,269,913	$ 5,166,090	$ 2,893,241	$ 926,034	$ 15,255,278	$ 1,298,954	$ 110,830	$ 1,409,784	$ 16,665,062	$ 14,572,290
Overtime wages	798,435	186,225	47,220	10,656	1,042,536	21,193	-	21,193	1,063,729	1,018,812
Employee benefits	1,265,845	1,093,023	522,504	187,781	3,069,153	339,541	13,132	352,673	3,421,826	3,238,163
Payroll taxes	523,198	394,682	218,464	69,342	1,205,686	94,485	7,583	102,068	1,307,754	1,142,679
Workers' compensation insurance	132,117	97,729	75,466	20,861	326,173	14,937	590	15,527	341,700	449,443
Other personnel expense	20,075	18,616	8,064	3,174	49,929	121,277	-	121,277	171,206	161,126
Employee recruitment	-	-	-	-	-	174,297	-	174,297	174,297	121,277
Total personnel expenses	9,009,583	6,956,365	3,764,959	1,217,848	20,948,755	2,064,684	132,135	2,196,819	23,145,574	20,703,790
Program expenses:										
Foster program	-	-	11	79,338	79,349	-	-	-	79,349	94,404
Consulting	-	27,849	178,891	-	206,740	-	-	-	206,740	139,051
Therapy and recreational supplies	7,821	13,963	10,501	236	32,521	-	-	-	32,521	18,357
Building and household supplies	92,075	40,219	6,473	4,758	143,525	-	-	-	143,525	134,304
Educational supplies	47,061	102,266	150	-	149,477	-	-	-	149,477	158,297
Food expense	207,587	96,971	-	-	304,558	-	-	-	304,558	284,434
Medical supplies	-	-	24,148	-	24,148	-	-	-	24,148	12,377
Clothing	18,793	-	-	526	19,319	-	-	-	19,319	18,145
Student transportation	10,771	2,717	866	26,020	40,374	-	-	-	40,374	30,894
Student program funds	64,881	-	-	349	65,230	-	-	-	65,230	78,734
Student activities	33,638	15,036	-	-	48,674	-	-	-	48,674	26,719
Total program expenses	482,627	299,021	221,040	111,227	1,113,915	-	-	-	1,113,915	995,716
Operating expenses:										
Accounting and auditing fees	-	-	-	-	-	45,128	-	45,128	45,128	57,186
Legal fees and other professional services	18,133	25,765	9,965	5,801	59,664	292,507	4,426	296,933	356,597	203,206
Staff development	9,557	74,517	26,577	5,534	116,185	20,822	140	20,962	137,147	124,421
Staff travel and expenses	4,322	12,214	8,321	2,206	27,063	3,124	-	3,124	30,187	34,178
Office and computer supplies	11,468	20,348	12,580	5,476	49,872	21,265	30	21,295	71,167	57,334
Printing	-	-	-	-	-	-	-	-	-	-
Equipment maintenance and repairs	72,959	87,822	28,000	13,604	202,385	46,108	9,816	55,924	258,309	294,114
Telecommunications	15,531	15,589	13,355	8,728	53,203	8,786	-	8,786	61,989	61,735
Postage and shipping	-	-	-	-	-	4,392	-	4,392	4,392	4,570
Vehicle expenses	26,887	30,408	7,304	1,545	66,144	4,704	-	4,704	70,848	57,502
Property and liability insurance	86,990	99,816	25,006	6,294	218,106	102,343	-	102,343	320,449	272,999
Memberships	1,361	1,340	397	68	3,166	2,621	440	3,061	6,227	6,615
Interest expense	-	195,271	-	-	195,271	-	-	-	195,271	86,911
Equipment and furnishings	93,608	118,762	34,517	12,843	259,730	23,383	2,220	25,603	285,333	145,994
Board and committee responsibilities	-	-	-	-	-	6,016	-	6,016	6,016	2,945
Bank fees	-	-	-	-	-	3,614	420	4,034	4,034	3,672
Total operating expenses	340,816	681,852	166,022	62,099	1,250,789	584,813	17,492	602,305	1,853,094	1,413,382

See Notes to Financial Statements.

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SPAULDING ACADEMY & FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
Year Ended June 30, 2024 and Comparative Totals for Year Ended June 30, 2023

	Residential Program	Academic Program	Program Support	Community Based Programs	Total Program Services	General and Administrative	Fundraising	Total Supporting Activities	2024	2023
Occupancy expenses:										
Heating costs	36,491	41,270	9,914	2,097	89,772	5,942	442	6,384	96,156	141,664
Other utilities	78,989	83,809	19,683	4,161	186,642	11,799	878	12,677	199,319	139,207
Maintenance and repairs	112,603	127,350	30,591	6,469	277,013	18,337	1,365	19,702	296,715	262,410
Property taxes	25,560	28,907	6,944	1,468	62,879	4,162	310	4,472	67,351	69,146
Other occupancy costs	16,958	19,179	4,607	973	41,717	2,762	206	2,968	44,685	39,174
Total occupancy expenses	270,601	300,515	71,739	15,168	658,023	43,002	3,201	46,203	704,226	651,601
Other expenses:										
Depreciation	392,259	443,630	106,566	22,532	964,987	63,878	4,755	68,633	1,033,620	682,861
Marketing expenses	-	-	-	-	-	77,812	-	77,812	77,812	91,643
Other expenses	-	-	-	-	-	608	533	1,141	1,141	8,617
Total other expenses	392,259	443,630	106,566	22,532	964,987	142,298	5,288	147,586	1,112,573	783,121
Totals	$ 10,495,886	$ 8,681,383	$ 4,330,326	$ 1,428,874	$ 24,936,469	$ 2,834,797	$ 158,116	$ 2,992,913	$ 27,929,382	$ 24,547,610

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SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF CASH FLOWS
Years Ended June 30, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	$ 5,699,908	$ 4,221,840
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	1,033,620	682,861
Amortization of debt issuance costs	8,561	-
(Gain) loss on disposal of assets	(50)	17,328
Net realized and unrealized gain on investments	(1,204,682)	(688,837)
Increase in beneficial interests in trusts	(54,177)	(52,721)
(Increase) decrease in accounts receivable	(434,106)	29,696
Increase in deposits	(10,000)	-
Decrease in grants receivable	1,056	314,474
Decrease in contributions receivable	20,000	20,000
(Increase) decrease in prepaid expenses and food inventory	(14,184)	56,630
Increase (decrease) in accounts payable	(572,127)	512,362
Increase in accrued expenses	118,265	193,997
Net cash provided by operating activities	**4,592,084**	**5,307,630**
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(2,665,035)	(9,062,286)
Proceeds from sale of property and equipment	50	-
Proceeds from sale of investments	410,944	411,742
Purchase of investments	(291,483)	(265,358)
Net cash used in investing activities	**(2,545,524)**	**(8,915,902)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from bond issuance	-	5,560,395
Principal payments on long-term debt	-	(1,951,547)
Debt issuance costs	-	(154,658)
Net cash provided by financing activities	**-**	**3,454,190**
Net increase (decrease) in cash	**2,046,560**	**(154,082)**
Cash, beginning of year	6,434,994	6,589,076
Cash, end of year	**$ 8,481,554**	**$ 6,434,994**

See Notes to Financial Statements.

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SPAULDING ACADEMY & FAMILY SERVICES

STATEMENTS OF CASH FLOWS (CONTINUED)
Years Ended June 30, 2024 and 2023

	2024	2023
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	$ 186,710	$ 86,911
NONCASH INVESTING AND FINANCING ACTIVITIES		
Purchases of property and equipment	$ 10,616,079	$ 9,831,767
Less: prior year construction in progress placed in service	(8,684,310)	-
(Increase) decrease accounts payable related to property and equipment	733,266	(769,481)
Cash paid for property and equipment	$ 2,665,035	$ 9,062,286
Proceeds from bond issuance	$ 3,439,605	$ 5,560,395
Less: amount transferred directly to investments	(3,439,605)	-
Cash received from bond issuance	$ -	$ 5,560,395

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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 the Organization's beneficial interest in trusts, useful lives of property and equipment, and allowance for credit loss 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.

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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: Cash and cash equivalents include all money market accounts and investments purchased with remaining maturities of three months or less. Temporary cash investments held in the investment portfolio are excluded from cash and cash equivalents.

Accounts receivable: Accounts receivable are recorded when invoices are issued and are presented on the statements of financial position net of the allowance for credit losses. At each reporting date, this estimate is updated to reflect any changes in credit risk since the receivable was initially recorded. This estimate is calculated either based on individual accounts or on a pooled basis where similar risks exist. Accounts receivable deemed collectible are removed from accounts receivable and the allowance for credit losses when collection efforts have been exhausted.

Allowance for credit losses: The Organization establishes an allowance for credit loss on financial assets measured at amortized cost, such as accounts receivable and debt securities. At each statement of financial position date, the Organization assesses the need to recognize an expected allowance for credit losses. Management assesses credit loss based on historical experience that is adjusted for current conditions and supportable forecasts when applicable. Management has determined that an allowance for credit losses did not have a material impact on results of operations or any impact on cash flows. For both years ended June 30, 2024 and 2023, the allowance for credit losses amounted to $20,000. There was no expense for credit loss for the years ended June 30, 2024 and 2023.

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.

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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.

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, 2024.

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.

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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 2021.

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.

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, 2023, from which the summarized information was derived.

Advertising costs: The Organization expenses all advertising costs as incurred. Advertising expenses amounted to $77,812 for the year ended June 30, 2024.

Change in accounting policy: In June 2016, the Financial Accounting Standards Board (the "FASB") issued authoritative guidance which changes the methodology used to measure credit losses for certain financial instruments. Under prior guidance, credit loss reserves were based on historical information. The new guidance requires credit loss reserves to reflect estimated credit losses expected to be incurred over the life of the financial asset.

The Organization adopted the standard effective July 1, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in enhanced disclosures only.

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.

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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, 2024, assets pledged as collateral totaled approximately $8,181,000.

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.

The following summarizes investment return for the year ended June 30, 2024:

	Without donor restrictions	With donor restrictions	Total
Interest and dividends	$ 364,929	$ 35,378	$ 400,307
Realized and unrealized gains	1,116,789	165,673	1,282,462
Investment fees	(68,421)	(9,359)	(77,780)
	$ 1,413,297	$ 191,692	$ 1,604,989

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 $126,553 from these trusts during the year ended June 30, 2024. 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 $2,504,185 at June 30, 2024. 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, 2024 amounted to $54,177.

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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 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 Organization is required to make monthly interest-only payments until August 2024. The bond requires monthly payments of principal and interest totaling $41,060 beginning in September 2024.

The bond payable is comprised of the following:

June 30,		2024
Bond payable	$	9,000,000
Less portion payable within one year		165,630
Less unamortized debt issuance costs		146,097
Total long-term bond payable	$	8,688,273

Maturities of the bond payable are scheduled as follows:

Year Ending June 30,		
2025	$	165,630
2026		204,682
2027		211,529
2028		217,852
2029		225,893
Thereafter		7,974,414
Total	$	9,000,000

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

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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, 2024.

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.

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, 2024 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	-	854,987	854,987
Board-designated endowment funds	7,983,523	-	7,983,523
	$ 7,983,523	$ 1,529,607	$ 9,513,130

Changes in endowment net assets as of June 30, 2024 are as follows:

	Without donor restrictions	With donor restrictions	Total
Endowment net assets, beginning of year	$ 7,321,946	$ 1,398,858	$ 8,720,804
Investment gain, net	1,011,577	191,693	1,203,270
Appropriation of endowment assets for expenditure	(350,000)	(60,944)	(410,944)
Endowment net assets, end of year	$ 7,983,523	$ 1,529,607	$ 9,513,130

Note 8. Net Assets without Donor Restrictions

The Organization's net assets without donor restrictions is comprised of the following:

June 30,	2024
Undesignated	$ 19,863,104
Board-designated endowment funds	7,983,523
Board-designated for priority needs	5,399,791
Total net assets without donor restrictions	**$ 33,246,418**

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Note 9. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

June 30,	2024
Subject to expenditure for specified purpose or period:	
Art supplies	$ 4,280
Technology	30,944
Lakes Region Riding Academy	14,191
Professional development	30,138
Reading tutoring	8,551
Outdoor education programs	12,493
Academic and residential program development	11,577
Capital projects	500,000
Miscellaneous	22,833
Total subject to expenditure for specified purpose or period	635,007
Endowments subject to the Organization's spending policy and appropriation:	
Investments in perpetuity (original amount of $674,620), which once appropriated, is expendable to support the Organization's programs	1,529,607
Beneficial interest in assets held by others:	
Beneficial interests in trusts	2,504,185
Total net assets with donor restrictions	**$ 4,668,799**

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	$ 8,973,452
Residential revenue	19,196,233
Total	**$ 28,169,685**

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 $526,153 for the year ended June 30, 2024.

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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,		2024
Cash	$	8,481,554
Accounts receivable		3,385,076
Beneficial interests in trusts		2,504,185
Investments		15,675,896
Total financial assets		30,046,711
Less amounts unavailable for general expenditures within one year due to:		
Restricted by donors with time or purpose restrictions		(635,007)
Subject to appropriation and satisfaction of donor restrictions		(1,467,460)
Beneficial interests in trusts		(2,504,185)
		(4,606,652)
Amounts unavailable to management without Board's approval:		
Board-designated net assets		(13,033,314)
Total financial assets available to management for general expenditure within one year	$	12,406,745

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).

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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, 2024:

	Level 1	Level 2	Level 3
Cash and money market funds	$ 3,982,010	$ -	$ -
Repurchase agreements	-	8,183,097	-
Equities:			
Communication services	500,720	-	-
Consumer discretionary	545,561	-	-
Consumer staples	395,191	-	-
Energy	237,723	-	-
Financials	746,027	-	-
Health care	736,322	-	-
Industrials	551,051	-	-
Information technology	2,076,431	-	-
Materials	246,708	-	-
Real estate	141,704	-	-
Utilities	121,013	-	-
Alternatives	119,028	-	-
Debt and equity mutual funds	1,249,067	-	-
Fixed income:			
Government and government agencies	-	2,254,609	-
Corporate bonds	-	1,772,731	-
Beneficial interests in trusts	-	-	2,504,185
Total	$ 11,648,556	$ 12,210,437	$ 2,504,185

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The following table presents the change in Level 3 instruments for the year ended June 30, 2024:

	Contributions receivable	Beneficial interests in trusts
Balance, beginning of year	$ 20,000	$ 2,450,008
Contribution payments	(20,000)	-
Total realized and unrealized gains, included in changes in net assets	-	54,177
Balance, end of year	$ -	$ 2,504,185

Note 15. Subsequent Events

The Organization has evaluated subsequent events through September 24, 2024, 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, 2024.

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SPAULDING
ACADEMY & FAMILY SERVICES

[redacted]

Board of Directors
December 2024

Chair

Michael F. Ventura
President and CEO
Independence Financial Advisors
[redacted]

Vice Chair

Hali B. Dearborn
[redacted]

Treasurer

Ronald L. Magoon
Chief Executive Officer
[redacted]

Secretary

Daniel S. Kaplan
[redacted]

Michael D. Bourbeau
Northeast Delta Dental
[redacted]

Catherine Duffy-Cullity
[redacted]

Michael L. Flaherty
[redacted]

Suzanne H. Gottling
[redacted]

Charles Lloyd, Ed.D.
President
White Mountains Community College
[redacted]

Scott D. McGuffin, Esq.
[redacted]

Marcus S. Weeks
[redacted]

Kimberly "Scoop" Welch
[redacted]

Peter C. White
[redacted]

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AMANDA G. CHAMPAGNE, MS, MBA

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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.

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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

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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

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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.

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MEAGHAN T. EMMONS

[redacted]

Work Experience

Spaulding Academy & Family Services

Chief Executive Officer — **August 2024-Present**

Chief Financial Officer — **June 2022-Present**

Provide leadership, supervision, and oversight for all business and financial activities of the organization.

- Oversee of Finance Department including payroll, accounts payable, accounts receivable and accounting functions
- Coordinate, prepare, and administer annual operating and capital budgets
- Work with state agencies to develop and negotiate tuition rates and receivable balances
- Engage with Finance Committee and Board of Directors to provide regular financial reports and business updates at monthly meetings and as requested or necessary
- Manage IT functions for campus including internal staffing as well as relationships with external vendors
- Provide input as part of the Executive Leadership Team working on long term strategic goals as well as supporting Spaulding's Strategic Plan

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-June 2022**

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

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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

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

UpReach Therapeutic Riding Center, Goffstown NH **January 2012-July 2022**
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

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

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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 Serives**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Meaghan Emmons	Chief Executive Officer	$168,750.00	$225,000.00
Amanda Champagne	Vice President for Student Services	$157,500.00	$175,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 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

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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

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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 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:
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:

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32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$8,960,555.00	($482,455.00)	$8,478,100.00	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

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The Home for Little Wanderers, Inc. Boston, MA	318042	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$19,803,207.01	$1,261,771.00	$21,184,978.01	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	316295	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	

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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.

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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.

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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

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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.

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

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	• 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)*

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
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. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,058.00	2,129,059.00	6,387,177.00
	Total:	$49,969,640.18	$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.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-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

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

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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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	82
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	58

Reviewers Name and Title

1. Robert Roder, Administrator for DCYF
2. Richard Sansoe, Administrator for DCYF
3. Shawn Bakey, Program Specialist IV, CSH
4. Paige Morgan, Youth Voice
5. Tarja Godfredsen, Business Administrator, Finance

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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	91
3	Home for Little Wanderers	Unity House	78
4	Home for Little Wanderers	Keene House	78
5	Mentor 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. Anne Home, Inc.	St. Ann's	95
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 Buston, Administrator, DCYF

4 Tarja Oestreicher, Business Administrator, Finance

New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposals Summary Score Sheet

PROJECT TITLE	Behavioral Treatment Services for Children's Behavioral Health		
PROJECT ID NUMBER	RFP-2021-DBH-11-RESID		
LEVEL OF CARE	Level 3		
	Proposer Name	Site/Program	TOTAL SCORE
	1 Cornerstone Foundation	Cornerstone Level 3 Hampton	74
	2 Easter Seals	PH Boys - Interstate	97
	3 Easter Seals	Lyndeboro - Interstate	95
	4 Easter Seals	Epsom - Hampton	94
	5 Easter Seals	PH Girls - Hampton	93
	6 Hope for New Hampshire	Hampton	77
	7 Manger 400 (dba/Redemption)	Manger	89
	8 Mount Prospect Academy, Inc.	Queen A Nh Wyman	87
	9 Mount Prospect Academy, Inc.	Queen A Hall Farm Rep	94
	10 Mount Prospect Academy, Inc.	Queen A PSB Ramsey	94
	11 Mount Prospect Academy, Inc.	Queen A Burning Plain	94
	12 Mount Prospect Academy, Inc.	Queen C Cave Hampton	88
	13 Mount Prospect Academy, Inc.	Queen C Cave Plain	94
	14 Mount Prospect Academy, Inc.	Queen D Main Cave Campbell	89
	15 Pine Haven Boys Center	Pine	78
	16 Psychiatric Academy & Family Services	PAFS	93
	17 Psychiatric Academy & Family Services	PAFS2	97
	18 Psychiatric Academy & Family Services	PAFS	98
	19 St. Anne Home, Inc.	Queen A	77
	20 St. Anne Home, Inc.	Queen B, Queen C	91
	21 Seacoast School, Inc.	Seacoast	89
	22 Tamarack Psychiatric Hospital, Inc.	Tamarack	91
	23 Wellspring Academy Inc.	Queen A	91

Reviewers Names and Title

1 Jim Leonard, Program Specialist IV, DBH
2 Pamela Powell, Program Specialist IV, DBH
3 Kathleen Taylor, Program Specialist IV, DBH
4 Jocelyn Pennoyer, Administrator, DCYF
5 Erin Lamprey, Administrator, Manager
6 Rebecca Hanson, Program Specialist, MH

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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	Program Proposed	TOTAL SCORE
1	Mentor ABI (NeuroRestorative)	Option B CBAT	93
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	86
3	Mount Prospect Academy, Inc.	Option D ERT Campton	83
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	08
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	80
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CSH
2 Adela Beaman, Administrator, CSH
3 Erica Urgenti, Director for CSH
4 Rebecca Frederia, Administrator, DOE
5 Tanja Godtfredsen, Business Administrator, Finance
6 Elizabeth Labotaire, Administrator, Finance

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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: Todd C. Emmons Date: 6/18/2021		1.12 Name and Title of Contractor Signatory Todd C. Emmons CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox 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:	

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Date ~~6/18/2021~~

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults, herein referred to as individuals with behavioral health needs, experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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

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 positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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

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:

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1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;

1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:

1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;

1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and

1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and/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

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Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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

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.

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.

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,

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.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection, as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1:25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date.

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds

Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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Reserved				
Level of Care 2, Intermediate Treatment	Spaulding Acacemy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (IRP)	Spaulding Acacemy & Family Services	Northfield, NH	15	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (MIP)	Spaulding Acacemy & Family Services	Northfield, NH	10	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment (NBIP)	Spaulding Acacemy & Family Services	Northfield, NH	20	N/A
Reserved				
Reserved				
Reserved				
Reserved				
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, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7) days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment

2.6.2.2. Supervision dependent on the need of the individual and program model.
2.6.2.3. Community Supports
2.6.2.4. Access to public school education or alternative approved educational setting
2.6.2.5. Specialized social services
2.6.2.6. Behavior management,
2.6.2.7. Recreation
2.6.2.8. Clinical Services
2.6.2.9. Family Services
2.6.2.10. Vocational Training
2.6.2.11. Medication Monitoring, as clinically indicated
2.6.2.12. Crisis Intervention

2.6.3. Staffing

2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.6.3.2.1. Direct Care Staff/Milieu

2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual and family therapy with community providers.

2.6.3.2.1.4. Family Worker: Case Manager 1:8

2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

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

2.6.5.4. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:
- 2.6.5.4.1. Transitional Services.
- 2.6.5.4.2. Vocational Services.
- 2.6.5.4.3. Formal Education.
- 2.6.5.4.4. Training Programs.
- 2.6.5.4.5. Independent Living Skills.

2.6.5.5. The Contractor shall ensure the individual continues relationships with other important individuals and peers, and remains connected to their home, community and school.

2.6.5.6. The Contractor shall work with the individual's sending school and receiving district to ensure their educational needs are met. When doing so, the Contractor shall obtain Release of Information signed by the individual, or individual's parent or guardian.

2.6.5.7. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.6.5.8. Upon client discharge from residential treatment services, the Contractor shall provide copies of the individual's records of education and progress to the individual's sending school.

2.6.6. Transportation

2.6.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following:
- 2.6.6.1.1. Court Hearings.
- 2.6.6.1.2. Medical/dental/behavioral (not provided by the Department's contracted Medicaid Managed Care organization (MCO) or if not appropriate to be provided by the MCO).
- 2.6.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).
- 2.6.6.1.4. Recreation (clubs, sports, work).

2.6.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:
- 2.6.6.2.1. Working with parents or guardians to have the parent or guardian provide transportation for

their child, youth or young adult, when it is safe and appropriate for a parent or guardian to provide such transportation.

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

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. <u>Staffing</u>

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

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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

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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 pursing 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).

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 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. <u>Community Residential Program (CRP)</u>

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved

		Variation
Direct Care 1st shift	Milieu 1:4	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 24/7available, 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

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	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	

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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	

	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. 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

RBT Sills Advisor	* Not required indicates that a specific position/personnel was not required or as a ratio	1 FT

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

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:

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Table B	
Category	**Key performance metrics:**
Referral	• % 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	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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

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.

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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.

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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

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.

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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.

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8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 documention for authorized expenses, subsequent to approval of the submitted invoice.

4.3. The final invoice and supporting documention 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	

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 Departmet 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 documention 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

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

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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.

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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		
CQI, QA specialists and/or data analysts		
Other personnel costs	66,000.00	Applicable benefits for directors above
Program facilities	$ 2,000.00	
Lease		
Maintence 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	

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1: Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials TLE

Date 6/18/2021

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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:
Todd C. Emmons
Name: Todd C. Emmons
Title: CEO

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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

Vendor Initials DS TCE
Date 6/18/2021

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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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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:

6/18/2021
Date

DocuSigned by:
Todd C. Emmons
Name: Todd C. Emmons
Title: CEO

Contractor Initials TCE
Date 6/18/2021

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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.

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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

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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

Contractor Initials TCE
Date 6/18/2021

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from; or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

Contractor Initials TCE

Date 6/18/2021

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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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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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	Spaulding Academy & Family Services
The State	Name of the Contractor
Katja Fox	Todd C. Emmons
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Todd C. Emmons
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/23/2021	6/18/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Todd C. Emmons

6/18/2021
Date

Name: Todd C. Emmons
Title: CEO

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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?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____
   Name: Todd C. Emmons Amount: _____
   Name: Amanda G. Champagne Amount: _____
   Name: Chandra Miller Amount: _____
   Name: Colleen Sliva Amount: _____

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Contractor Initials _____
6/18/2021
Date _____

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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

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials TLE

Date 6/18/2021

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials TLE

Date 6/18/2021

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 St. Ann's Home, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021 (Item # 38B), 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $31,257,652

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 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 4.1.6. These per diem rates will be set for the term of the contract. Rates may be reviewed every year to consider rate adjustments. For the purpose of establishing these rates, the Contractor must provide the Department with the following prescribed forms by April 1st, annually:

4.1.1. A Department stipulated Residential Rate Template completed with budgeted costs for the following state fiscal year;

4.1.2. A copy of the most recent independent financial audit;

4.1.3. If the provider does not have an audit, unaudited financial statements for the most recently completed fiscal year (to include balance sheet, cash flow statement, profit and loss, income statement and adjusted trail balance);

4.1.4. A program-level profit and loss statement for the program related to the services provided in this contract; and

4.1.5. Additional clarifying information may be required upon request.

4.1.6.

Program - Group Home Level 2	
Residential for eligible youth per day until 6/30/2023	$373.36
Program - Community Treatment Residence	
Residential for IEP eligible youth per day until 6/30/2023	$478.45
Residential Non-IEP eligible youth per day until 6/30/2023	$478.45
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day until 6/30/2023	$528.54
Residential Non-IEP eligible youth per day until 6/30/2023	$528.54
Program - ICBAT	
Residential for IEP eligible youth per day until 6/30/2023	$694.32
Residential Non-IEP eligible youth per day until 6/30/2023	$694.32
Program - CBAT	
Residential for IEP eligible youth per day until 6/30/2023	$571.62
Residential Non-IEP eligible youth per day until 6/30/2023	$571.62

Program - Group Home Level 2	
Residential for eligible youth per day effective 7/1/2023	$488.20
Program - Community Treatment Residence	
Residential for IEP eligible youth per day effective 7/1/2023	$656.11
Residential Non-IEP eligible youth per day effective 7/1/2023	$656.11
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day effective 7/1/2023	$704.79
Residential Non-IEP eligible youth per day effective 7/1/2023	$704.79
Program - ICBAT	
Residential for IEP eligible youth per day effective 7/1/2023	$854.78

Residential Non-IEP eligible youth per day effective 7/1/2023	$854.78
Program - CBAT	
Residential for IEP eligible youth per day effective 7/1/2023	$734.38
Residential Non-IEP eligible youth per day effective 7/1/2023	$734.38

4.1.7. Medicaid eligible services provided shall not be duplicate billed, therefore, Medicaid eligible services included in the rates in the table listed under Paragraph 4.1.6. shall not be billed separately.

4.1.8. 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, publicly posted special education tuition prices posted on Mass.gov by the State of Massachusetts Operational Services Division (OSD).

4.1.9. Billings shall occur at least on a monthly basis and shall follow a process determined by the Department.

4.1.10. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 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: $31,257,652.00

4.5.2. SFY 22: $3,738,664.00

4.5.3. SFY 23: $3,738,664.00

4.5.4. SFY 24: $6,028,347.00

4.5.5. SFY 25: $6,028,347.00

4.5.6. SFY 26: $5,861,815.00

4.5.7. SFY 27: $5,861,815.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61684F3...
Name: Kaja Fox
Title: Director

St. Ann's Home, Inc.

5/12/2025
Date

DocuSigned by:
Joseph Cronin
0016BED31FCB449...
Name: Joseph Cronin
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484404146...
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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Department of
Early Education and Care

The Commonwealth of Massachusetts

Amy Kershaw, Commissioner

January 9, 2025

To Whom It May Concern:

The Department of Early Education and Care is the state agency empowered to license and regulate all residential, foster and adoption placement programs and agencies in the Commonwealth of Massachusetts. According to the Department's records: St Ann's Home, Inc. is licensed and authorized to provide residential placement services, pursuant to Massachusetts General Laws, Chapter 28A, Section 4. This letter applies to the following programs:

St Ann's Home - Broadway Group Home Program - Located at 285 Broadway. Methuen, MA 01844

St Ann's Home 595 Haverhill St Group Home located at 595b Haverhill St Lawrence, MA 01843

St Ann's Home- Main Residence located at 100A Haverhill St Methuen MA 01844.

St Ann's Home Edwards Ave Group Home located at 7 Edwards Ave Methuen,MA 01844

St Ann's Home Roseland St Group Home located at 17 Roseland St Methuen,MA 01844

St Ann's Home-98 Haverhill St Group Home located at 98 Haverhill St Methuen,MA 01844

St Ann's Home- Williams Center CBAT Program located at 18 Avon Ave Methuen, MA 01844

As of January 09,2025 the programs listed above are considered in good standing. This means that the program has a current license in the process of renewal, have no current regulatory

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non-compliance issues and are not currently under any legal order.

Richard Mucci
Residential and Placement Licensor
Department of Early Education and Care
cell 978-965-0488

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CERTIFICATE OF AUTHORITY

I, Marilyn Andrews 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 St. Ann's Home, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 31, 20 18, at which a quorum of the Directors/shareholders
(Date)
were present and voting.

VOTED: That Joseph Cronin, President (may list more than one person)
(Name and title of Contract Signatory)

is duly authorized on behalf of St. Ann's Home, Inc., to enter into contracts or agreements
(Name of Corporation/LLC)
with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) Indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: May 5, 2025

Signature of Elected Officer
Name: Marilyn Andrews
Title: Clerk/Secretary

Docusign Envelope ID: 478DEC31-6BA6-4CA4-818C-9D6D007EFD49

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Roman Catholic Archdiocese of Boston 66 Brooks Drive Braintree, MA 02184 Braintree MA 02184	PHONE (A/C, No, Ext): 617-746-5752	FAX (A/C, No):
	E-MAIL ADDRESS: Certificates@Ratiorisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Fides Insurance Group	
	INSURER B : National Catholic Risk Retention Group	
	INSURER C : Massachusetts Catholic Self Insurance Group	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Location 475-600
St. Ann's Home
100 A Haverhill Street
Methuen MA 01844

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			Fides 24-002 $250,000.00 RRG-035-2024-1 $750,000.00	07/01/24	07/01/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ $ $ $ 2,000,000 $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Certificate of Approval Commonwealth of Massachusetts 3000001012025	03/31/25	03/31/26	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of General Liability and Workers Compensation Insurance for St. Ann's home, Inc.

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Amanda Taillon

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ST.ANN'S HOME & SCHOOL

MISSION STATEMENT

The mission of St. Ann's Home & School is to provide a continuum of assessment, treatment, educational, and community-based services for children, adolescents, and young adults who present with a variety of mental health, emotional, and educational challenges. We seek to provide state-of-the-art programming and services in collaboration with these clients, their families, and other community and state agencies to help them manage challenges through our residential, day school, and community outreach programs with the goal of supporting the child in the least restrictive setting."

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ST. ANN'S HOME, INC.

Financial Statements

Year ended June 30, 2024

Docusign Envelope ID: 478DEC31-6BA6-4CA4-818C-9D6D007EFD49

ST. ANN'S HOME, INC.

Financial Statements
Year ended June 30, 2024

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
St. Ann's Home, Inc.
Methuen, Massachusetts

Opinion

We have audited the accompanying financial statements of St. Ann's Home, Inc. (a Massachusetts nonprofit corporation) (the "Organization"), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024, 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization 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 the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

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INDEPENDENT AUDITOR'S REPORT

(continued)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

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 judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 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 Summarized Comparative Information

We have previously audited the Organization's 2023 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 11, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

December 9, 2024

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ST. ANN'S HOME, INC.

Statement of Financial Position
June 30, 2024
(with comparative totals for 2023)

	2024	2023
ASSETS		
Current Assets		
Cash and cash equivalents	$ 20,926,646	$ 21,442,389
Accounts receivable, net of allowance for credit losses	3,376,945	3,250,517
Investments, current portion	4,610,292	4,564,294
Prepaid expenses	67,341	82,718
Total current assets	28,981,224	29,339,918
PROPERTY, PLANT AND EQUIPMENT, net of accumulated depreciation	14,540,743	15,200,164
OTHER ASSETS		
Finance leases, right-of-use, net	107,711	28,904
Asset under interest rate swap agreement	53,283	45,343
Investments, endowment	3,790,577	3,223,897
Investments, net of current portion	5,025,100	-
Total assets	$ 52,498,638	$ 47,838,226
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	$ 258,929	$ 359,578
Accrued expenses	1,375,000	1,507,640
Deferred revenue	212,535	239,548
Custodial funds held in trust	74,062	36,161
Finance lease liabilities, current portion	27,112	17,941
Current portion of long-term debt	291,210	272,934
Other liabilities	21,123	-
Total current liabilities	2,259,971	2,433,802
LONG-TERM LIABILITIES		
Long-term debt, net of current portion and unamortized deferred loan costs	2,440,031	4,499,457
Finance lease liabilities, net of current portion	81,171	-
Other long-term liability	186,500	186,500
Total liabilities	4,967,673	7,119,759
COMMITMENTS AND CONTINGENCIES		
NET ASSETS		
Without donor restrictions	46,827,305	40,109,160
With donor restrictions	703,660	609,307
Total net assets	47,530,965	40,718,467
Total liabilities and net assets	$ 52,498,638	$ 47,838,226

The accompanying notes are an integral part of these financial statements.

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ST. ANN'S HOME, INC.

Statement of Activities
Year ended June 30, 2024
(with comparative totals for 2023)

	2024			2023
	Without Donor Restrictions	With Donor Restrictions	Total	Total
REVENUE, SUPPORT AND GAINS				
Program service fees	$ 40,435,069	$ -	$ 40,435,069	$ 39,061,740
Grants	76,753	-	76,753	137,469
Contributions	93,250	118,205	211,455	162,110
Investment income, net	1,050,567	57,376	1,107,943	554,220
United Way of Massachusetts Bay	-	-	-	10,120
Other income	592,075	-	592,075	428,974
Net assets released from restrictions	81,228	(81,228)	-	-
Total revenue, support and gains	42,328,942	94,353	42,423,295	40,354,633
EXPENSES				
Program Services				
Residential	27,174,373	-	27,174,373	26,244,091
Day	4,874,811	-	4,874,811	5,119,241
Outreach	864,449	-	864,449	922,029
Total program services	32,913,633	-	32,913,633	32,285,361
Supporting Services				
Management and general	2,546,744	-	2,546,744	2,195,583
Development	158,360	-	158,360	146,275
Total supporting services	2,705,104	-	2,705,104	2,341,858
Total expenses	35,618,737	-	35,618,737	34,627,219
CHANGE IN NET ASSETS FROM OPERATIONS	6,710,205	94,353	6,804,558	5,727,414
OTHER CHANGES				
Gain on interest rate swap agreement	7,940	-	7,940	103,021
CHANGE IN NET ASSETS	6,718,145	94,353	6,812,498	5,830,435
NET ASSETS, beginning of year	40,109,160	609,307	40,718,467	34,888,032
NET ASSETS, end of year	$ 46,827,305	$ 703,660	$ 47,530,965	$ 40,718,467

The accompanying notes are an integral part of these financial statements.

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ST. ANN'S HOME, INC.

Statement of Functional Expenses
Year ended June 30, 2024
(with comparative totals for 2023)

	2024					
	Employee Compensation and Related	Occupancy	Other Program/Operating Expenses	Administrative	Depreciation and Amortization	Total
Residential	$ 22,818,542	$ 1,632,774	$ 1,536,926	$ 317,052	$ 869,079	$ 27,174,373
Day	3,762,183	418,294	312,416	137,764	244,154	4,874,811
Outreach	780,068	17,937	23,115	32,793	10,536	864,449
Total program services	27,360,793	2,069,005	1,872,457	487,609	1,123,769	32,913,633
Management and general	1,662,511	42,114	46,106	766,686	29,327	2,546,744
Development	132,426	1,046	-	24,249	639	158,360
Total supporting services	1,794,937	43,160	46,106	790,935	29,966	2,705,104
Total expenses - 2024	$ 29,155,730	$ 2,112,165	$ 1,918,563	$ 1,278,544	$ 1,153,735	$ 35,618,737
Total expenses - 2023	$ 28,595,587	$ 2,060,074	$ 1,701,809	$ 1,158,616	$ 1,111,133	$ 34,627,219

The accompanying notes are an integral part of these financial statements.

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ST. ANN'S HOME, INC.

Statement of Cash Flows
Year ended June 30, 2024
(with comparative totals for 2023)

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	**$ 6,812,498**	$ 5,830,435
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation and amortization	**1,153,735**	1,111,133
Amortization of deferred loan costs	**2,973**	3,201
Net realized and unrealized (gains) losses on investments	**(498,740)**	(340,300)
(Gain) loss on interest rate swap agreement	**(7,940)**	(103,021)
(Increase) decrease in asset accounts		
Accounts receivable	**(126,428)**	(322,751)
Prepaid expenses	**15,377**	38,483
Increase (decrease) in liability accounts		
Accounts payable	**(100,649)**	(52,894)
Accrued expenses	**(132,640)**	(82,994)
Deferred revenue	**(27,013)**	(16,154)
Custodial funds held in trust	**37,901**	(1,045)
Other long-term liability	**21,123**	-
Net cash provided by (used in) operating activities	**7,150,197**	6,064,093
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	**(458,229)**	(573,689)
Purchase of investments	**(11,289,154)**	(1,708,810)
Proceeds from sale of investments	**6,150,116**	1,822,347
Net cash provided by (used in) investing activities	**(5,597,267)**	(460,152)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on finance lease liabilities	**(24,550)**	(25,869)
Principal payments on long-term debt	**(2,044,123)**	(255,804)
Net cash provided by (used in) financing activities	**(2,068,673)**	(281,673)
Net increase (decrease) in cash, cash equivalents, and restricted cash	**(515,743)**	5,322,268
Cash, cash equivalents, and restricted cash, beginning of year	**21,442,389**	16,120,121
Cash, cash equivalents, and restricted cash, end of year	**$ 20,926,646**	$ 21,442,389

The accompanying notes are an integral part of these financial statements.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities
St. Ann's Home, Inc. (the "Organization" or "St. Ann's") is a private, nonprofit organization, whose sole corporate member is Catholic Social Services, Inc., which is a nonprofit corporation under the auspices of the Roman Catholic Archbishop of Boston, A Corporation Sole ("RCAB"). The Organization operates a residential treatment center and special education school for emotionally disturbed children, community-based group homes, and other significant community-oriented programs. St. Ann's primarily serves communities in the Greater Lawrence area and maintains its main campus in Methuen, MA.

Basis of Accounting
The Organization's financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Change in Accounting Principle
In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-13, *Financial Instruments – Credit Losses (Topic 326)*. This ASU replaces the previous "incurred loss" methodology for measuring credit losses related to certain financial assets and requires the consideration of relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of financial assets. The Organization adopted this standard for the year ended June 30, 2024, which did not have a material impact on the financial statements.

Estimates
The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash, Cash Equivalents and Restricted Cash
Cash, cash equivalents and restricted cash include operating cash accounts, money market funds, custodial funds held in trust, and highly liquid debt instruments with a maturity of three months or less that are not held in the Organization's investment portfolio.

Accounts Receivable and Allowance for Credit Losses
Accounts receivable are recorded net of any allowance for credit losses and are reported as a single portfolio segment. Management considers relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of accounts receivable in connection with estimating any allowance for credit losses. The allowance estimate is derived from a review of the Organization's historical losses based on historical loss rates. In addition, at each reporting date, this estimate is updated to reflect any changes in credit risk since the accounts receivable was initially recorded. As applicable, this estimate is calculated by pooling amounts with similar characteristics. In addition, as applicable, an account receivable is evaluated individually when specific facts and circumstances indicate it may not be collectible. Risk characteristics used by the Organization to pool accounts receivable amounts consisted of historical or expected credit loss patterns.

The allowance for credit losses totaled $40,000 at June 30, 2024 and 2023, respectively.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Investments
In accordance with GAAP, investments in equity securities with readily determinable fair values and all investments in debt securities are reported at market value in the Statement of Financial Position. Realized and unrealized gains and losses are included in the Change in Net Assets on the Statement of Activities.

Property, Plant, Equipment and Depreciation
Property, plant and equipment are recorded at cost if purchased or at estimated fair market value if donated. Expenditures for major renewals and improvements are capitalized and maintenance and repairs are expensed as incurred.

Depreciation of property, plant and equipment is provided over the estimated useful lives of the respective assets on a straight-line basis as follows:

	Lives in Years
Buildings	11-27.5
Building improvements	20
Motor vehicles	3-5
Furniture and equipment	3-10

Custodial Funds Held in Trust
The Organization acts as a fiduciary with respect to certain personal funds it receives on behalf of individuals. Since the funds are not the property of the Organization, they are reported in the Statement of Financial Position as cash and cash equivalents with an offsetting liability. The funds held under this arrangement at June 30, 2024 and 2023 totaled $74,062 and $36,161, respectively.

Deferred Loan Costs
In accordance with GAAP, the Organization presents deferred loan costs related to a recognized debt obligation as a direct reduction of the carrying amount of the related debt on the Statement of Financial Position. Additionally, amortization of the debt issuance costs is reported as interest expense.

Accounting for Derivative Instruments and Hedging Activities
Under GAAP, the Organization is required to measure every derivative instrument (including certain derivative instruments embedded in other contracts) at fair value and record them on the Statement of Financial Position as either an asset or a liability. Changes in the fair value of derivative instruments are included in the Change in Net Assets on the Statement of Activities.

The Organization has entered into an interest rate swap agreement to reduce the impact and risk associated with the variable rate in its debt agreement (see Note 9). The interest rate swap agreement, which is a derivative instrument, is a contract to exchange a variable rate for a fixed rate of interest payments over the life of the agreement.

Fair values of interest rate derivatives are based on pricing models using prevailing market information as of June 30, 2024 and have been computed by the bank holding the interest rate swap agreement (see Note 9).

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Leases

The Organization applies Accounting Standards Codification ("ASC") 842, *Leases*, in determining whether an arrangement is or contains a lease at the lease inception. An arrangement is considered to include a lease if it conveys the right to control the use of identified property or equipment for a period of time in excess of twelve months in exchange for consideration. The Organization defines control of the assets as the right to obtain substantially all of the economic benefits from use of the identified asset as well as the right to direct the use of the identified asset. The Organization further determines if its existing leases include finance and operating leases, which are included as right-of-use ("ROU") assets and lease liabilities in the Statement of Financial Position. ROU assets represent the Organization's right to use leased assets over the term of the lease. Lease liabilities represent the Organization's contractual obligation to make lease payments and are measured at the present value of the future lease payments over the lease term. ROU assets are calculated as the present value of the future lease payments adjusted by any initial direct costs, deferred rent liabilities and lease incentives. ROU assets and lease liabilities are recognized at the lease commencement date. The Organization currently uses the rate implicit in the lease if it is determinable. When the rate implicit in the lease is not determinable, the Organization uses the risk-free rate as permitted in ASU 2021-09, *Discount Rate for Lessees That Are Not Public Business Entities*. The risk-free rate is applied to all classes of leased assets. Lease terms may include renewal or extension options to the extent they are reasonably certain to be exercised. Lease expense is recognized on a straight-line basis over the lease term. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants and to the extent a lease arrangement includes both lease and non-lease components, the components are accounted for separately. In addition, the Organization applies the short-term lease exemption of not recognizing a ROU asset and lease liability for leases that have terms of twelve months or less.

Net Assets

Net assets, revenue, support, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Consist of net assets available for use in general operations that are not subject to donor-imposed restrictions. As of June 30, 2024, the Board of Trustees had designated certain net assets without donor restrictions totaling $8,413,614, which consists of $3,388,514 held for endowment purposes and $5,025,100 held for long-term investment.

Net Assets With Donor Restrictions – Consist of net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or the expending of the net assets for particular purposes as specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the principal is to be maintained in perpetuity (donor-restricted endowment) and only the income from such net assets may be expended as specified by the donor or in accordance with the applicable Massachusetts law. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are released to net assets without donor restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Assets (continued)
Net assets with donor restrictions are restricted for the following purposes at June 30, 2024:

Endowment:	
Subject to Organization's spending policy and appropriation	
Investments (including original donor gifts of $48,020 to be maintained in perpetuity)	**$402,063**
Total endowment	**402,063**
Subject to expenditure for specified purposes:	
Program activities / Acquisition of property & equipment	**301,597**
Total subject to expenditure for specified purposes	**301,597**
Total net assets with donor restrictions	**$703,660**

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or occurrence of the passage of time or other events specified by the donors as follows during the year ended June 30, 2024:

Satisfaction of purpose restrictions:	
Program activities / Acquisition of property & equipment	**$81,228**
Total net assets released from restrictions	**$81,228**

Revenue Recognition and Surplus Revenue Retention
Clients of the Organization are supported by government agencies within Massachusetts, out-of-state government agencies and private payors. Therefore, the Organization is subject to the regulations and rate formulas of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division ("OSD"). Revenue is recorded at the Organization's rate of reimbursement as certified by OSD. Program service fees are recognized during the year in which the related services are provided to clients. Program service fees received in advance of the delivery of services are recorded as deferred revenue.

Under the applicable Commonwealth of Massachusetts regulation, the Organization may not retain an annual surplus in excess of 20% of its Commonwealth of Massachusetts Purchase of Service ("POS") revenues. A surplus in excess of the annual 20% limit is subject to recoupment or may be used to reduce future Commonwealth of Massachusetts POS revenues.

During the year ended June 30, 2024, the Organization did not have an annual surplus related to its Commonwealth of Massachusetts POS revenues in excess of the 20% limit allowed under the applicable regulation. Non-POS revenues are not subject to the regulation but may be subject to other regulatory or contractual limitations.

Contributions
Contributions are recognized at the earlier of when received or when a donor declares an unconditional promise to give cash or other assets to the Organization. Conditional promises to give, that is, those with a measurable performance or other barriers to be overcome before the Organization is entitled to the assets transferred or promised, and a right of return or release, are not recognized as contributions revenue until the conditions have been substantially met or waived.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributed Nonfinancial Assets
The Organization records donated assets at the fair market value on the date the assets are unconditionally pledged to the Organization. Donated services are recorded at fair market value on the date the services are provided if the services create or enhance nonfinancial assets or the services are provided by persons possessing certain skills that would typically need to be purchased if not provided by donation.

Advertising
The Organization expenses advertising costs as incurred. Advertising expense totaled $15,341 and $11,505 for the years ended June 30, 2024 and 2023, respectively.

Functional Allocation of Expenses
The costs of programs and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated include employee compensation and related (consisting of salaries, payroll taxes and benefits), occupancy, various other program and administrative costs, and depreciation. These expenses have been allocated on the basis of estimated time and effort, square footage as well as other reasonable allocation methods.

Tax Status
The Organization qualifies under Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal and state income taxes.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2021.

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 GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2023, from which the summarized information was derived.

Subsequent Events
The Organization evaluated events that occurred after June 30, 2024, the date of the Statement of Financial Position, but before the date the financial statements were available to be issued, December 9, 2024, for potential recognition or disclosure in the financial statements. The Organization did not identify any subsequent events that had a material effect on the accompanying financial statements.

2 - LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities of its programs as well as the conduct of services undertaken to support those activities to be general expenditures.

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2 - LIQUIDITY AND AVAILABILITY (continued)

At June 30, 2024, financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date consist of the following:

Cash and cash equivalents (net of donor-restricted contributions of $301,597 and custodial funds of $74,062)	**$20,550,987**
Accounts receivable, net of allowance for credit losses	**3,376,945**
Investments (current portion) without donor restrictions	**4,610,292**
Total financial assets available within one year	**$28,538,224**

In addition, at June 30, 2024, the Organization held Board-designated investments held for endowment and long-term purposes totaling $8,413,614. Although the Organization does not intend to spend from these investments, other than amounts appropriated for general expenditure as part of its annual budget approval process, those investments can be made available for general expenditure if necessary.

Additionally, the Organization also has a line of credit (see Note 6) that allows for borrowings of up to $1,000,000 for working capital purposes. There were no amounts drawn under this arrangement at June 30, 2024.

3– FAIR VALUE MEASUREMENTS AND INVESTMENTS

The Organization applies the provisions of GAAP for fair value measurements of financial assets and financial liabilities, and for fair value measurements of non-financial items that are recognized and disclosed at fair value in the financial statements on a recurring basis. These provisions define fair value as the price that would be received in selling an asset or paid in transferring a liability in an orderly transaction between market participants at the measurement date.

The provisions also establish 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), a lower priority to significant other observable inputs (Level 2 measurements), and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under these provisions are described below:

Basis of Fair Value Measurement

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Exchange-traded funds and equity securities are valued at quoted market prices, which represent the fair market value of shares held by the Organization at year end.

Level 2 Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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3– FAIR VALUE MEASUREMENTS AND INVESTMENTS (continued)

Basis of Fair Value Measurement (continued)

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability. In addition, consideration is given to discounted cash flow analysis on expected cash flows, the period to maturity as well as observable Floating Rate Indices.

Fair value of the asset or liability under interest rate swap agreement is based on pricing models using prevailing market information as of the determination date and has been computed by the financial institution holding the interest rate swap contract.

The fair value of the certificate of deposit equals the total deposit, plus interest credited.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value of RCAB Revolving Loan Fund investment equals the total deposits, plus interest credited, less any withdrawals.

The asset or liability's measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables present assets and liabilities that are measured at fair value on a recurring basis at June 30, 2024 and 2023:

	Total 2024	**Level 1**	**Level 2**	**Level 3**
Assets:				
Equities	**$ 4,494,988**	**$4,494,988**	**$ -**	**$ -**
Money market/sweep funds	**2,736,565**	**2,736,565**	**-**	**-**
Fixed income	**1,154,048**	**1,154,048**	**-**	**-**
Exchange-traded funds	**430,076**	**430,076**	**-**	**-**
RCAB Revolving Loan Fund	**4,610,292**	**-**	**-**	**4,610,292**
Asset under interest rate swap agreement	**53,283**	**-**	**53,283**	**-**
	$13,479,252	**$8,815,677**	**$53,283**	**$4,610,292**

	Total 2023	Level 1	Level 2	Level 3
Assets:				
Equities	$2,725,126	$2,725,126	$ -	$ -
Exchange-traded funds	193,895	193,895	-	-
Fixed income	155,509	155,509	-	-
Money market funds	149,367	149,367	-	-
RCAB Revolving Loan Fund	4,564,294	-	-	4,564,294
Asset under interest rate swap agreement	45,343	-	45,343	-
	$7,833,534	$3,223,897	$45,343	$4,564,294

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3– FAIR VALUE MEASUREMENTS AND INVESTMENTS (continued)

The following summarizes the Organization's Level 3 reconciliation for the RCAB Revolving Loan Fund for the years ended June 30, 2024 and 2023:

	2024	2023
Beginning balance	**$4,564,294**	$4,524,640
Interest	**45,998**	39,654
Ending balance	**$4,610,292**	$4,564,294

Net investment income consisted of the following for the years ended June 30:

	2024	2023
Interest and dividend income	**$ 634,588**	$236,991
Net unrealized and realized gains (losses) on investments	**498,740**	340,300
	1,133,328	577,291
Investment fees	**(25,385)**	(23,071)
Net investment income	**$1,107,943**	$554,220

4 – ENDOWMENT FUNDS

The Organization follows the provisions of GAAP regarding the net asset classification of funds subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act. These provisions provide guidance on the net asset classification of donor-restricted endowment funds for not-for-profit organizations that are subject to enacted versions of the *Uniform Prudent Management of Institutional Funds Act of 2006* ("UPMIFA") and also require disclosures about an organization's donor-restricted and board-designated endowment funds.

Interpretation of Relevant Law Regarding Net Asset Classification and Appropriation
Based on the Massachusetts Uniform Prudent Management of Institutional Funds Act ("MA UPMIFA"), management has interpreted relevant Massachusetts law as requiring the preservation of the fair value of the original gift as of the gift date ("historical dollar value") of the donor-restricted endowment funds absent explicit donor stipulations to the contrary.

As a result of this interpretation, the Organization retains in perpetuity (a) the original value of initial and subsequent gift amounts donated to the endowment and (b) any accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by Massachusetts law. The Organization considers the following factors, in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. the duration and preservation of the endowment fund;
2. the purposes of the Organization and the donor-restricted endowment fund;
3. general economic conditions;
4. the possible effect of inflation or deflation;
5. the expected total return from income and the appreciation of investments;
6. other resources of the Organization; and
7. the investment policy of the Organization.

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4 – ENDOWMENT FUNDS (continued)

Funds with Deficiencies
From time to time, certain donor-restricted endowment funds may have fair values less than the amount required to be maintained by donors or by Massachusetts law (underwater endowments). The Organization has interpreted Massachusetts law to permit spending from underwater endowments in accordance with prudent measures required under the law. In accordance with GAAP, deficiencies of this nature are to be reported in net assets with donor restrictions. There were no such deficiencies as of June 30, 2024.

Return Objectives and Risk Parameters
The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs and activities supported by its endowment, while also maintaining the purchasing power of those endowment assets over the long-term. Under this approach, the endowment assets are invested in a manner that is intended to produce results that equal or exceed relevant benchmarks while assuming a moderate level of investment risk. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives
To satisfy its objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation strategy with a mix of equity-based and fixed-income investments to achieve its long-term return objectives within the guidelines of its investment policy and prudent risk constraints.

Spending Policy and How the Investment Objectives Relate to Spending Policy
In an attempt to grow its endowment, the Organization has temporarily established a policy of not appropriating for distribution any of its endowment funds (including those endowments deemed to be underwater, if any). 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, some of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

The Organization expects the current deferral of spending of its endowment funds to increase the value of its endowment funds such that the funds can provide a more predictable stream of income to the Organization, consistent with its objective of maintaining the purchasing power of the endowment assets as well as providing additional real growth through investment return.

The Organization's endowment funds by net asset class consisted of the following at June 30, 2024:

	Without Donor Restrictions	With Donor Restrictions	Total
Board designated endowment funds	**$3,388,514**	**$ -**	**$3,388,514**
Donor-restricted endowment funds			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	**48,020**	**48,020**
Accumulated investment gains	-	**354,043**	**354,043**
Total	**$3,388,514**	**$402,063**	**$3,790,577**

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4 – ENDOWMENT FUNDS (continued)

The following is a reconciliation of the beginning and ending balance of the Organization's endowment in total and by net asset class for the year ended June 30, 2024:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment, beginning of year	$2,879,210	$344,687	$3,223,897
Investment return:			
Investment income	40,525	4,852	45,377
Net realized and unrealized gains	440,093	52,686	492,779
Total investment return	480,618	57,538	538,156
Contributions	30,040	-	30,040
Fees	(1,354)	(162)	(1,516)
Endowment, end of year	$3,388,514	$402,063	$3,790,577

5 – PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consisted of the following at June 30:

	2024	2023
Buildings	$21,952,069	$21,952,069
Land	1,494,649	1,494,649
Building improvements	6,546,471	6,145,028
Motor vehicles	631,953	538,917
Furniture and equipment	1,415,893	1,415,893
Construction-in-progress	-	36,250
	32,041,035	31,582,806
Less accumulated depreciation	17,500,292	16,382,642
	$14,540,743	$15,200,164

Depreciation expense totaled $1,117,650 and $1,091,344 for the years ended June 30, 2024 and 2023, respectively.

6 – LINE OF CREDIT

The Organization has a revolving line of credit agreement ("Revolving Line") with a bank. The Revolving Line allows the Organization to borrow up to $1,000,000, payable on demand with interest at the bank's prime rate (8.50% and 8.25% at June 30, 2024 and 2023, respectively). The Revolving Line is secured by all assets of the Organization. No amounts were borrowed under the Revolving Line during the years ended June 30, 2024 and 2023.

7 – LEASES

Finance Leases

The Organization maintained finance leases for copier equipment with lease expiration dates through March 2028.

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7 – LEASES (continued)

Finance Leases (continued)

As of June 30, 2024 and 2023, the assets recorded under finance leases totaled $114,892 and $98,947, with related accumulated amortization of $7,181 and $70,043, respectively. Amortization expenses of the assets recorded under the finance leases totaled $36,085 and $19,789 for the years ended June 30, 2024 and 2023, respectively.

The weighted-average remaining lease term and discount rate related to the Organization's finance lease liabilities as of June 30, 2024 were 3.75 years and 4.51% (8 months and 4.75% as of June 30, 2023), respectively.

Maturities of the finance lease liabilities are as follows for the years ending June 30:

2025	**$ 31,440**
2026	**31,440**
2027	**31,440**
2028	**23,580**
Total undiscounted lease payments	**117,900**
Less imputed interest	**(9,617)**
Total finance lease liabilities	**108,283**
Current portion	**(27,112)**
Long-term portion	**$ 81,171**

The interest expense on the finance lease obligations totaled $1,571 and $1,523 for the years ended June 30, 2024 and 2023, respectively.

Short-Term Leases

Lease expenses from short-term leases with terms less than 12 months totaled $15,853 and $16,812 for the years ended June 30, 2024 and 2023, respectively.

8 – LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2024 and 2023:

Mass Development

On March 8, 2007, the Organization entered into a loan and trust agreement (the "Agreement") with the Massachusetts Development Finance Agency ("Mass Development") and TD Bank, N.A. ("TD Bank"), to borrow the proceeds of a 30-year revenue bond totaling $8,500,000 with interest at a variable rate.

The loan proceeds were used to retire existing debt of approximately $1,300,000 and establish a construction fund to finance the construction of the Organization's adolescent center. Monthly principal payments commenced on January 8, 2008 and will continue until the bond's maturity date in July 2032. Monthly principal payments averaged $170,344 for the year ended June 30, 2024. Interest is payable monthly at a variable rate (5.31% and 3.41% at June 30, 2024 and 2023, respectively). The variable interest rate charged on the Organization's loan payable with Mass Development was originally based on the London Interbank Offered Rate ("LIBOR"). During 2023, the loan agreement was amended and the variable interest rate is now based on the Secured Overnight Finance Rate ("SOFR").

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8 – LONG-TERM DEBT (continued)

Mass Development (continued)
The Agreement is secured by certain real and personal property of the Organization. As part of the Agreement, the Organization must comply with various financial and other covenants.

At June 30, 2024 and 2023, the Mass Development loan payable was as follows:

	2024	2023
Mass Development Finance Agency Revenue Bond	**$2,749,074**	$4,793,197
Less current portion	**(291,210)**	(272,934)
Less unamortized deferred loan costs	**(17,833)**	(20,806)
Long-term portion	**$2,440,031**	$4,499,457

Estimated principal maturities of long-term debt are as follows for the years ending June 30:

2025	**$ 291,210**
2026	**310,716**
2027	**331,522**
2028	**353,724**
2029	**377,418**
Thereafter	**1,084,484**
	$2,749,074

As of June 30, 2024 and 2023, the Organization had incurred deferred loan costs totaling $106,315 in connection with the above loan agreement.

The unamortized balance of these deferred costs, which are being amortized using the effective interest rate method over the term of the related loan, totaled $17,833 and $20,806 as of June 30, 2024 and 2023, respectively. The amortization of these costs totaled $2,973 and $3,201 for the years ended June 30, 2024 and 2023, respectively.

In July 2023, the Organization made an unscheduled principal payment against the Mass Development loan payable totaling $1,793,197, reducing the outstanding balance of the loan to $3,000,000. Additionally, the interest rate swap agreement was extended to July 2032 and effectively fixed the interest rate at 3.92% (previously 3.98%) for the term of the swap agreement.

9 – INTEREST RATE SWAP AGREEMENT

The Organization's loan from Mass Development and TD Bank currently bears interest at a variable rate based on the SOFR rate (previously LIBOR rate). The Organization executed an interest rate swap agreement (the "Swap") with a bank counter party on the outstanding loan balance to manage the variability of the cash flows attributable to interest payments on the loan payable and does not use the Swap for speculative purposes. The purpose of the Swap was to effectively convert the variable interest rate on the loan to a fixed rate of 3.92% on the outstanding loan amount through July 2032.

Interest expense for the years ended June 30, 2024 and 2023 totaled $126,598 and $199,171, respectively, representing an effective interest rate of 4.39% and 4.05% on the entire loan payable for the years ended June 30, 2024 and 2023, respectively.

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9 – INTEREST RATE SWAP AGREEMENT (continued)

Under the provisions of GAAP, an interest rate swap agreement is considered a hedging activity and the Organization is required to recognize a gain and related asset or a loss and related liability as a result of the hedging activity.

During the years ended June 30, 2024 and 2023, the Organization recognized a gain of $7,940 and $103,021, respectively, which have been reported in the Statement of Activities. At June 30, 2024 and 2023, the Organization has reported an asset of $53,283 and $45,343 respectively, in connection with the Swap, which have been reported on the Statement of Financial Position.

If the Organization does not terminate the agreement prematurely, the asset at June 30, 2024 would be recognized as a loss by the expiration of the terms of the agreement. As of June 30, 2024, the Organization does not intend to prematurely terminate the agreement.

10 – RETIREMENT PLAN

The Organization maintains a defined contribution retirement plan (the "Plan") for the benefit of its employees. Participants are eligible to make voluntary contributions on a tax-deferred basis after completing two months of service and having attained the age of 18. Participants are eligible to receive employer discretionary contributions after completing two years of service that includes at least 650 hours in each year and having attained the age of 18. Per diem and temporary employees are not eligible to participate in the Plan. The Organization's contributions to the Plan, including administrative costs, totaled $803,732 and $1,111,744 for the years ended June 30, 2024 and 2023, respectively.

11 – CELL TOWER RENTAL

The Organization has entered into agreements with two wireless communication providers to install wireless cell tower devices on the Organization's property for the operation of a wireless communications site. As part of the agreements, the providers pay monthly rent to the Organization, which increases on an annual basis. The agreements expire in November 2024 and December 2028, with renewal options at the lessee's discretion.

Expected future payments under these agreements are as follows for the years ending June 30:

2025	**$ 36,136**
2026	**23,958**
2027	**23,958**
2028	**23,958**
2029	**11,979**
	$119,989

The Organization received $56,238 and $61,590 of rental income under these agreements during the years ended June 30, 2024 and 2023, respectively.

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12 – INTEREST EXPENSE

Interest expense consisted of the following for the years ended June 30, 2024 and 2023:

	2024	2023
TD Bank tax-exempt bond (inclusive of swap agreement)	**$126,598**	$199,171
Finance lease liabilities	**1,571**	1,523
Amortization of deferred loan costs	**2,973**	3,201
	$131,142	$203,895

13 – LEGAL MATTERS

The Organization is involved in certain legal matters arising in the normal course of business. Although the ultimate outcome of these matters is uncertain at June 30, 2024, management believes that the matters will not have a materially adverse effect on the financial position of the Organization, as any risk of an unfavorable outcomes are covered by the Organization's insurance coverage through the RCAB. Accordingly, no provision or liability has been made in the accompanying financial statements for these matters.

14 – RELATED PARTY ACTIVITY

Relationship with The Roman Catholic Archbishop of Boston, A Corporation Sole and Catholic Social Services, Inc.

The Organization's sole corporate member is Catholic Social Services, Inc. ("CSS"), which operates under the auspices of the Roman Catholic Archbishop of Boston, A Corporation Sole ("RCAB").

The Organization purchases its workers' compensation, auto, property and liability insurance through the RCAB. Insurance expense for these policies were as follows for the years ended June 30, 2024 and 2023:

	2024	2023
Workers Compensation	**$167,091**	$165,603
Property Insurance	**141,334**	134,593
Comprehensive & General Liability	**86,687**	81,970
Automobile	**70,813**	60,790
Director's & Officer's Liability	**14,907**	13,076
	$480,832	$456,032

As discussed in Note 3, the Organization has deposited funds for investment purposes with the RCAB. The Organization's balance in the RCAB's Revolving Loan Fund totaled $4,610,292 and $4,564,294 at June 30, 2024 and 2023, respectively. Interest earned on the RCAB Revolving Loan Fund totaled $45,998 and $39,654 during the years ended June 30, 2024 and 2023, respectively.

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15 – CONTINGENCIES AND CONCENTRATIONS OF RISK

Funding Sources
In accordance with the terms of its contracts with the Commonwealth of Massachusetts, the records of the Organization are subject to audit. Therefore, the Organization is contingently liable for any disallowed costs.

A substantial portion of the Organization's program service fees and receivables are received from Commonwealth of Massachusetts government agencies, cities and towns, and other government funding sources.

Concentrations of Credit Risk
The Organization maintains its cash 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 credit risk relative to cash and cash equivalents.

Investment securities are exposed to various risks, such as interest rate, market and credit risk. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the value of investment securities will occur in the near term and that such change could materially affect the amounts reported on the Statement of Financial Position.

16 – SUPPLEMENTAL STATEMENT OF CASH FLOW INFORMATION

Cash paid for interest during the years ended June 30, 2024 and 2023 totaled $128,169 and $200,694, respectively.

Noncash Transactions
During the year ended June 30, 2024, the Organization acquired copier equipment totaling $114,892 under a finance lease.

During the year ended June 30, 2023, the Organization recorded an increase to property, plant and equipment and a related liability in the amount of $8,960 in connection with the estimated cost to remove asbestos in certain of the Organization's property.

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ST.ANN'S HOME & SCHOOL

Board of Trustees

Stephanie Aznoian - Board Chair

Stephanie is the Chief Financial Officer for Foxx Life Sciences. She has also held CFO roles throughout her career in startup companies in the Biotech and Technology Industry. She served as the National Treasurer for the Armenian Network of America for nine years and was an instructor at the Boston Center for Adult Education. She graduated from Bentley University with a bachelor's degree and then obtained her master's degree in Taxation from the D'Amore-McKim School of Business at Northeastern University. Stephanie lives in Methuen MA and has been on the board of St. Ann's for over 15 years.

Reverend J. Bryan Hehir – Treasurer

Father Hehir is the Parker Gilbert Montgomery Professor of the Practice of Religion and Public Life. He is also the Secretary of Health and Social Services on the staff of Cardinal Sean O'Malley in the Archdiocese of Boston. Previously he served on the faculty of Georgetown University's School of Foreign Service (1984-92) and on the Harvard Divinity School faculty. From 2002-2003 he was President of Catholic Charities USA, the nationwide network of social service agencies for the Catholic church in the United States. In the Archdiocese of Boston, Fr. Hehir represents Cardinal O'Malley to four social service agencies and also serves as a liaison to Catholic health systems in the Archdiocese. He was a member of the Vatican Delegation to the United Nations (1973 and 1978). At Harvard Kennedy School he is a Faculty Associate at the Carr Center for Human Rights and at the Safra Center for Ethics and the Professions. His teaching, research and writing focus on ethics and foreign policy and the role of religion in world politics and in American society. Fr. Hehir is a recipient of the MacArthur Award, the Laetare Award (University of Notre Dame), the American Academy of Religion's Martin E. Marty Award for the Public Understanding of Religion, and the Kennedy School's Carballo Award for excellence in teaching. He has been on St. Ann's board for over 15 years.

Steve Rosenberg

Steve has had a 40-year career in the software business and has led successful organizations. He retired from Oracle in July of 2020. He and his wife have started a non-profit called The One By One Project (www.theonebyoneproject.org) to help those in need in the greater Boston area. Steve has been on the St. Ann's board since 1999. He also is the chairman of the board at the Brandon School in Natick.

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Peter Quinlan

Peter is a Senior Vice-President at FRED C. CHURCH, INC. He has been part of the Fred C. Church family since 1991. He started as a commercial insurance producer/account executive. Peter graduated from College of the Holy Cross in 1984 with a Bachelor of Arts. His specialties include manufacturing/distribution, commercial and residential real estate, wholesale distribution and alternative risk financing. He lives in Andover with his wife and has three grown children. He has ben on St. Ann's board for 17 years.

James MacMillan Jr.

Jim is a former student at St. Ann's School, graduating from the elementary school back in 1976. He received his B.S. in Finance from Babson College and is a Sr. Consultant with the Advisory and Planning Group of a major financial services firm. Jim resides in New Hampshire with his family. He has been a board member for more than 10 years.

Marilyn Andrews – Secretary

Marilyn is a Special Education Advocate with her own practice serving families of students ages 3-22. She served as the past President of the Malden Special Education Parent Advisory Council from 2011-2018. During her tenure, she created a collaborative model used to improve communication between the parents/guardians and the Special Education staff. Marilyn taught elementary school for 18 years. She serves as the Clerk for Malden's newly formed Disability Commission and on DMH's Family Advisory Council. Marilyn has received a bachelor's degree in Elementary Education, with a specialization in Early Childhood Education and has completed the course requirements for a Master's in moderate special needs. Marilyn has been on the board at St. Ann's since 2013.

Father Christopher Casey

Fr. Christopher J. Casey was raised in Lawrence Massachusetts and is a graduate of Lawrence High School. After completing a bachelor's degree in Human Services, he began a twenty-year career in serving the Deaf and Hard of Hearing community in Massachusetts at a small nonprofit based in Boston called DEAF, Inc. He entered Pope Saint John XXIII National Seminary in Weston, Massachusetts in 2003 and was ordained a priest for the Archdiocese of Boston in 2007. He served parishes in Dracut and Arlington before being named Pastor of Our Lady of Good Counsel Parish in 2010 where he currently serves. In 2015 he was named Vicar Forane for the local vicariate, a position that includes ensuring active communication between the Archbishop, Regional Bishop, and the local Catholic Clergy. Fr. Casey also serves as the Chaplain for the Lawrence Fire Department. He has been on St. Ann's board since 2014.

Ron Desjardins

Ron Desjardins is an accomplished IT executive with over 25 years in the field. As a senior director he has extensive experience in Information Technology Management, Database Technologies, and Financial and Healthcare Systems. His passion for helping others succeed is evident in work as a transformational leader and change agent in the companies he has led to success. Ron has been a board member for 5 years.

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Cheryl L. Macinanti, M.Ed., CAGS
[redacted]

EDUCATION

C.A.G.S., *Mental Health Counseling* 2007
Cambridge College, Cambridge, Massachusetts

M.Ed., *Counseling Psychology* 2003
Cambridge College, Cambridge, Massachusetts

BFA, *Fine Arts and Liberal Studies* 1991
Emmanuel College, Boston, Massachusetts

EXPERIENCE

Director of Adolescent Services
St. Ann's Home and School, Methuen, Massachusetts
Residential Treatment Facility (June 2007-Current)

* Member of St. Ann's Home's senior management team; as director of adolescent services, work with members of the senior management team responsible for the overall management of the agency
* Directly oversee the operation of St. Ann's two community-based adolescent group homes and adolescent program
* Direct supervisor for adolescent residential units' and group homes' treatment teams
* Responsible for the development and implementation of the adolescent programming for the residential program, as well as marketing St. Ann's adolescent programs
* Responsible for the coordination and implementation of adolescents' treatment plans and chairing of case conferences and IEPs
* Responsible for collaboratively working with all collaterals and treatment team members to meet treatment objectives for clients in adolescent program
Responsible for coordinating the program's in-service trainings and formulation of all policies and procedures in the residential program
* Responsible for the implementation of agency policies and state regulations for the adolescent residential units and group homes
* In the absence of the director of the residential program, serve as the administrative representative for the residential program
* Supervise and evaluate program staff
* Responsible for emergency and on-call responsibilities for adolescent program and for residential program in the absence of the director of the residential program

Group Home Director (Full Time)
St. Ann's Home & School, Methuen, Massachusetts
Residential Treatment Facility (September 1995-June 2007)

* Supervise and advocate for 10 residents in a community-based adolescent group home from diverse backgrounds, with emotional, educational and behavioral difficulties
* Provide individual and group counseling for residents in population
* Supervision and training of 10 full time child care counselors
* Assessing and writing of treatment plans, case conferences, IEPs, transition plans and all other required paperwork necessary for academic and treatment goals
* Chair weekly meetings with child care counselors, clinical nurse specialist, residential therapist, and supervisor
* Regular contact with DCF, public schools, lawyers, and family or guardian of children
* Hiring and evaluating group home child care counselors
* Development of behavioral/incentive programs to improve academic and home functioning
* Bi-weekly review meetings with special education teachers and academic support staff
* Bookkeeping and scheduling for group home and staff
* Review medication regime for children in care weekly with clinical nurse specialist

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* Represent agency at foster care review meetings, IEP meetings, academic review meetings, case reviews, court hearings and all necessary meetings relating to students/children
* Provide weekly 1 hour individual supervision for child care counselors
* Lead groups for children ages 8-16 covering: "Career & Education Development," "Fire Safety," "Social Skills," "Building Self-esteem," "Bullying," "Sexual Impulsivity"
* Train agency child care counselors in CPI Non-Violent Crisis Intervention
* Monitoring and distributing of psychotropic medication
* Development and implementation of the "Leadership Program," designed with a strength-based approach; empowering adolescents to achieve their academic and personal goals while preparing them for adulthood

School Adjustment Counselor (Part Time)
Waltham High School, Waltham, Massachusetts
Internship (September 2006-June 2007)

* Supervision of approximately 8 freshman students with various behavioral, emotional and academic difficulties
* Provide counseling for individual students outlined in their IEP
* Responsible for referral packets, written functional behavioral assessments, home assessments and any additional material required for student evaluation
* Communication with outside agencies, families, and school personnel

Child Care Counselor (Full Time)
St. Ann's Home & School, Methuen, Massachusetts
Residential Treatment Facility (September 1993-September1995)

* Care and welfare of 10 adolescent boys in residential treatment
* Distribution of psychotropic medications
* Planning and implementation of academic plans, routines, activities, and treatment plans
* Writing quarterly resident case conferences and daily resident logs
* Treatment modality using behavioral modification techniques to improve child functioning at home and school

Crisis Team Manager (Part Time)
DYS Northeast Family Institute
Middleton, Massachusetts (August 1992-September 1993)

* On call to assist children at risk of being suicidal, homicidal, or unmanageable who are not in current need of hospitalization
* On call to assist in crisis situations for residential, detention, and foster care settings affiliated with this agency
* Counseling and development of behavioral/incentive programs
* Assessing and improving facilities' strengths and weaknesses
* Developing routines/structure, attempting to solve programmatic issues
* Reporting and filing necessary paperwork related to treatment facility

Assistant Supervisor (Full Time)
DYS Northeastern Family Institute
Middleton, Massachusetts (July 1991-September 1993)

* Counseling and supervision of 25 court detained male juveniles from diverse backgrounds
* Supervision and training of 9 counselors
* Creation, development and implementation of the program "Communiteen," designed to promote social values and a sense of responsibility juveniles share in our community
* Bookkeeping, staff scheduling, and all related written materials
* Evaluation and hiring of program staff
* Supervision of weekly NA/AA meetings in facility (open to community)
* Supervision of a mentoring program organized with the Middleton Corrections facility

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Christine M. Albert

[redacted]

Professional Experience

St. Ann's Home, Inc. – Methuen MA (1988 – present)

Director of Group Home Services (2014 – present)

- Development and implementation of 1:4 Group Home program.
- Responsible for all aspects of 4 group home programs with 37 clients, including interviewing clients, treatment planning, case management, budgeting and evaluation of 34 staff members.
- Transition planning for clients with mental health issues, cognitive delays and behavioral issues who are aging out of the DCF system.
- Education planning for clients graduating from high school and looking at college or training programs.
- Chair quarterly Case Conference meetings that include DCF and DMH social workers, Family Networks coordinators, attorneys, parents and other outside agency collaterals.

Treatment Plan Coordinator (2010 - present)

- Training and implementation of iFamilyNet system instituted by DCF.
- Responsible for review and approval of treatment plans for 120+ children.
- Responsible for training and implementation of the DCF/DMH Caring Together – Rehab Options requirements.

Pre-Independent Living Program Coordinator (2010 – 2014)

- Development and implementation of pre-independent living program.
- Responsible for all aspects of 2 group home programs with 18 clients, including interviewing clients, treatment planning, case management, budgeting, and evaluation of 18 staff members.
- Chair quarterly Case Conference meetings that include DCF and DMH social workers, Family Networks coordinators, attorneys, parents and other outside agency collaterals.

Residential Supervisor (1996 -2010)

- Responsible for supervising and training of 100+ direct care staff.
- Direct care of 100+ emotionally disturbed children ages 5 – 22.
- Interviewing and hiring of prospective employees.
- Collaborate with outside agency personnel including parents, attorneys, DCF, DMH, and DESE in caring for the children.

Unit Director (1993-1996)

- Responsible for creating and maintaining a safe, nurturing and therapeutic environment for 15 latency aged, emotionally disturbed boys.
- Responsible for unit scheduling, budgeting and administrative paperwork.
- Attend and participate in Case Conferences, IEP meetings and Foster Care Reviews.
- Directly train, supervise and evaluate 10 child care staff.
- Co-leader of psycho-educational fire safety group for children involved in fire setting.

Child Care Counselor (1988-1993)

- Direct supervision of 15 children ranging in age from 5 - 13 within a residential setting.
- Assist children with daily living skills and help them in learning more effective behavior management techniques.
- Responsible for clothing purchases and management of clothing budget for the unit.

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Holy Family Safety Project (2014 – present)
Therapeutic Group Co-Leader

- Co-lead therapeutic groups in the community for children aged 8 - 18 who have witnessed domestic violence.
- Document activities and participation level of each child on a weekly basis.

Certifications

Red Cross First Aid, CPR and AED; MAP Certified Medication Administration; CPI Non-Violent Crisis Intervention; Fire Safety Group Leader.

Education

Salem State University – Salem, MA
Master of Education in School Counseling Grades 5-12 (in process)

University of Lowell – Lowell, MA
Bachelor of Arts: Psychology (1989)
Studies: Child Psychology and Development

References

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Heather M. O'Neil, LMHC

EDUCATION: ***Master of Science, Counseling Psychology, December 2003***
Summa Cum Laude
Salem State College, Salem, MA
Bachelor of Arts, Social Sciences - Psychology, May 2000
Bradford College, Bradford, MA 01835

QUALIFICATIONS: Licensed Mental Health Counselor, MA license 6516

PROFESSIONAL EXPERIENCE:

February 2019-present ***Director of Community Based Acute Treatment Program,*** *St. Ann's Home*

- Responsible for the clinical and administrative oversight of the CBAT & TCU programs, including 4 Master's level clinicians
- Responsible for the managerial oversight of the Residential unit for CBAT staff and residents
- Assure that standards and CBAT program specifications of funding sources and licensing agencies are met
- Provide support for users for electronic health record system
- Run Mental Health Clinic as listed below

December 2013-present ***Director of Community Outreach Services,*** *St. Ann's Home*

- Responsible for the clinical and administrative oversight of the Mental Health Clinic, Intensive Family Intervention program, and CBHI services
- Lead a team of 10 full time clinicians, 2 Master's level clinical interns, 2 Doctoral level interns, and 2 Therapeutic Mentors
- Participate in Management Team with all agency Program Directors
- Maintain positive relationships with schools, DCF, Outpatient providers, and other community partners
- Assure that standards and program specifications of funding sources and licensing agencies are met
- Attend statewide provider meetings to represent St. Ann's community outreach
- Provide individual supervision to clinicians
- Assisted in the selection, development, and implementation of a new Electronic Health Record for the agency
- Continued Outpatient Assistant Director duties as described below

October 2009-2013 ***Assistant Director of Outpatient, CBAT&TCU Programs,*** *St. Ann's Home, Methuen*

- Provide clinical supervision and administrative supervision to staff of 9 outpatient therapists
  - Assign cases for individual and family therapy, assist clinicians with structuring caseloads
  - Review individual cases with clinicians to assess progress and goals
  - Manage crisis situations and crisis calls from clinicians and client
  - Conduct performance evaluations of clinicians
- Manage daily operations of the outpatient department
  - Manage referrals to outpatient clinic and CBHI services
  - Collaborate with community mental health agencies, school systems, and state agencies

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  - Update statewide reports for access to care
- Facilitate and maintain communication between clinicians and upper management across various departments within the agency
- Ensure compliance to Mass Health insurance performance specifications of the Outpatient program, CBHI services, Community Based Acute treatment program, and Transitional Care Unit program.
- Well-versed on mental health service protocols of MBHP, Beacon Health, and Network Health.
- Lead admission, discharge, and systems meetings for the CBAT and TCU programs
- Provide administrative supervision to Psychology Doctoral program interns
- Administrator role on Virtual Gateway, responsible for monitoring CANS reports for Mass Health insurance clients
- Maintained duties from Senior Clinician role, listed below

2008-2009 ***Senior Clinician,*** *St. Ann's Home*

- Co-chair of CBAT/TCU meetings
- Provided training and on-going support to therapists on use of MSDP (Massachusetts Standardized Documentation Project) forms and policies
- Trained on the Children's Behavioral Health Initiative system of care, and how to implement policies and services. Developed and led training for staff on new CBHI programs
- Collaborate daily with Outpatient/CBAT Program Director
- Continued position and maintained responsibilities of outpatient therapist as listed below

2004-2008 ***Outpatient Therapist,*** *St. Ann's Home, Methuen, MA*

- Provide home and school-based therapy to children, adolescents, and families
- Complete diagnostic summaries, comprehensive assessments, psychosocial history, treatment plans, and CANS assessments
- Collaborate with school systems, social service agencies, and other providers.
- Provide individual and family therapy as a Community Based Acute Treatment (CBAT) therapist, serving children and families in crisis

2004 ***Family Therapist,*** *The Home for Little Wanderers, Cambridge, MA*

- Provide home-based individual and family therapy to clients in crisis
- Formulate assessments, treatment plans, and discharge recommendations
- Coordinate case management and wrap-around services

2003-2004 ***House Counselor,*** *Health & Education Services, Haverhill, MA*

- Responsible for direct care of children ages 6-12 in a residential setting

2002-2004 ***Counseling Intern,*** *Salem Center for Therapy, Training, & Research, Salem, MA*

- Member of co-therapy team working with children, couples, and families

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Joseph T. Cronin

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Education

Northern Essex Community College – Haverhill, MA
Nonprofit Management Certificate Program (Current)

Salem State College – Salem MA
Masters of Social Work (2004)
Concentration in children & family counseling and "macro" studies

Westfield State College – Westfield MA
Bachelor of Arts: Social Science & Psychology (1991)
Studies: Social Work, Counseling, Criminal Justice

Professional Experience

St. Ann's Home Inc. – Methuen MA (1991-2019)

President and CEO

- Plan, implement, and evaluate all agency treatment programs, auxiliary treatment services, and support services
- Establish and implement the agency's personnel policies, including the hiring and dismissal of all personnel
- Supervise all fiscal matters within the guidelines set by the Board of Trustees, including the preparation and administration of the annual budget
- Liaison with all state agencies and funding sources; insuring compliance with all regulations regarding program licensing, personnel practices, and facility safety
- Cooperate with other Archdiocesan agencies; and representation of St. Ann's Home, Inc. to the community through direct contact with professional, business, and other groups.
- Responsible for maintaining and improving the agency's infrastructure, including IT resources, within the context of the budget and ever evolving needs and changes impacting our operation.
- Final authority in all treatment decisions and employee grievances which require the attention of a senior administrator.
- Provides strategic leadership of the organization to assure that St. Ann's Home, Inc. successfully adapts to the ever-changing dynamics in the complex market served by the corporation.
- Responsible for the supervision of the Senior Management Team.
- Responsible for establishing fair and effective means of communication and decision-making in all programs and for all employees.
- Chair a weekly planning meeting which is attended by the members of the Senior Management Team.
- Coordinates the activities of the Board of Trustees and performs such other duties as may be assigned by the Board of Trustees or by the Member.

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Vice President of Care

- Designee to act in the President/CEO's absence
- Senior management team member 10+ years
- Participant in St. Ann's Board of Trustees meetings
- Mentor for other senior management team members
- Responsible for fiscal oversight of the residential program and to ensure all of St. Ann's budgetary needs are met
- Responsible for the direct oversight of the residential program and the admissions department (over 200 staff and 150 residents)
- Direct supervisory responsibility for four senior management team members
- Primary liaison with funding resources, licensing entities & local and state agencies
- In conjunction with the CEO make all final decisions regarding admissions
- Responsible for establishing, implementing and maintaining all residential program and agency wide policies and procedures
- Work closely with CEO and facility coordinator to ensure all safety standards are met
- Involved in hiring, progressive discipline, support and dismissal of employees
- Work directly with CEO to strategically plan for and implement any necessary action to successfully address expected or unexpected market shifts and industry changes
- Coordinate and manage all risk management initiatives, critical incidents, crisis situations and investigations
- In conjunction with the CEO, manage DEEC, DCYF, DCF, DMH and DESE licensing & contractual requirements, proposals and applications
- Instrumental in ensuring St. Ann's diversification of revenue, by creating new programs, identifying new referral sources and increasing programming
- Developed and implemented new training curriculum for residential staff
- Assist with marketing St. Ann's programs and establishing long-term respected and meaningful relationships with referral sources, clients and community partners
- Oversee residential administrative, clinical, treatment and programmatic decisions
- Help identify infrastructure needs and establish and maintain solutions that are viable

Admissions Director

- Senior management team member
- Team leader in the development of and fundraising for St. Ann's first capital campaign for an $8 million adolescent center
- Responsible for reviewing referral packets for appropriateness of placement and coordinating case coverage
- Responsible for establishing and keeping consistent communication with referral resources to ensure an efficient and effective admission process
- Responsible for developing and maintaining a professional and productive relationship with collaterals and referral sources
- Responsible for tracking referral information and keeping data recorded in a systematic manner in which it can be utilized to maximize admission process and revenue
- Responsible for maintaining an enrollment level that reflects an appropriate balance between the business and clinical needs of the organization
- Liaison between St. Ann's Home and state agencies, school districts, insurance companies and several community organizations
- Responsible for coordinating and attending marketing events that allows St. Ann's to maintain a strong market share within the context of the market we serve
- Assist the residential program directors to address the various needs of the residential program, including licensing reviews, critical incidents and resident and staffing issues
- Assisted in the writing of proposals for the DCF/DMH Caring Together contract
- Chairperson for the strategic planning milieu committee

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Residential Supervisor

- Responsible for the supervision and training of over 100 direct care staff
- Directly work with over 100 emotionally disturbed children ages 5-17
- Work with therapeutic team to design/implement and approve children's individualized treatment plans and behavioral programs
- Approve unit scheduling, overtime and budgeting
- Responsible for decisions regarding behavior management of children
- Coordinate communication and foster effective collaboration between the community, other human service agencies and St. Ann's
- Interview perspective employees and oversee the evaluations of current employees
- Designated to act in the place of the director of the residential program in his absence
- Responsible for on-call coverage throughout the year and intake evaluations
- Responsible for the safety of children and staff during emergency and crisis situations

Unit Director

- Responsible for maintaining a safe, nurturing and therapeutic environment for the children and a fun, supportive and work friendly atmosphere for staff members
- Oversee unit scheduling, budgeting and the completion of administrative paperwork
- Attend and participate in IEP meetings, foster care reviews, case conferences
- Collaborate with various community organizations, including DMH, DCF, DCYF and specialized foster care agencies, including MBHP managed contracts
- Co-led psycho-educational fire safety groups and groups for children who witnessed domestic violence (through Holy Family Hospital Family Safety Project).
- Directly trained, supervised and evaluated 12 child care staff

Therapist

- Responsible for individual and family therapy for children living in the residential program
- Completed therapeutic treatment plans, case conference reports, child and family assessments and individualized education plans
- Attended foster care reviews, IEP meetings, case conferences, educational review meetings and weekly treatment team meetings
- Collaborate and communicate efficiently with outside agencies, families and schools

Child Care Counsellor

- Directly supervised 15 children within the residential program ranging in age from 5-15
- Provided a safe and positive experience for children and assisted them with daily living and social skills
- Implemented effective behavior management techniques
- Provided for the physical, emotional and medical needs of residents through direct care and adherence to individualized treatment programs
- Responsible for the clothes shopping and food shopping for the unit
- Completed time sheets and account books in the unit director's absence
- Prepared log entries and case conference reports
- Acted as the liaison between the public school system and residential program

Consultant - Holy Family Hospital (Family Safety Project) Methuen, MA (1998-2016)

- Co-facilitated batterer's intervention groups for men who battered their intimate partner
- Taught offenders alternatives to coercive, dominating and violent behavior
- Collaborated with criminal justice system, human service providers, and battered women's programs to end domestic violence
- Monitored the behavior of the men in the program and reported non-compliance

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Loaned Executive – United Way of Merrimack Valley

- Established a sound understanding of fundraising and built an appreciation for how strong relationships and partnerships between businesses, municipal and nonprofit organizations solve community wide problems
- Built philanthropic capital for the United Way and its 100 supported health and human service programs. This was accomplished through strategic work place and individual solicitations
- Managed a private/public United Way strategic community initiative called Summer Experiences in Greater Lowell. The purpose of the project was to engage at risk youth in summer programming that provided a positive, safe, educational and self-esteem building opportunity. Through a partnership with local businesses, major corporations and the community, the United Way was able to raise over $80,000 for these youth, with 100% going directly into the summer program

Accomplishments and Activities

- Directed and oversaw the implementation of 2 new programs, 3 new group homes and 1 new residential and administrative building
- Through strong relationship building, marketing, program expansion and direct interaction as admissions director, increased St. Ann's census by 50 residents, increasing revenue by over $8 million
- Led employee capital campaign for funding of St. Ann's new adolescent center
- Special Olympics of Massachusetts coach and volunteer
- Through direct solicitation, raised $80,000 as a United Way volunteer for summer program
- St. Lucy's Catholic Church Men's Guild and Religious Education Teacher
- Methuen Youth Soccer and Baseball Coach
- Cancer and Heart fundraising volunteer
- Methuen Public School parent volunteer

References available upon request

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Robin L. Duguay

Professional Strengths:

- M.Ed. in Clinical Psychology
- B.A. in Psychology and English
- Supervisory and Leadership Experience
- Excellent Communication Skills (written and oral)
- Experience with Creation and Implementation of Policies and Procedures in Multiple Settings

Education

Springfield College, Springfield, MA
Masters of Education, awarded May 2005
Concentration in Clinical Mental Health Counseling

Quinnipiac University, Hamden, CT
Bachelor of Arts, awarded May 2003
Double Major in Psychology and English

Experience

Network Specialist, November 2015 - present
Department of Children and Families, Services Network Northern Region, Lawrence, MA

- Ensure contract compliance for Caring Together providers in the Northeast Region (MA)
- Develop quality assurance plans and protocols in response to identified areas of ongoing need
- Provide training and technical assistance with Virtual Gateway, Rehab Options, CANS, etc...as needed or requested
- Partner with the Department of Early Education and Care (EEC) and Special Investigations Unit (SIU) in response to allegations of institutional abuse/neglect
- Manage requests for additional funding as requested by providers
- Assist in the procurement of additional/expanded programs in the Region
- Partner with other state entities (Department of Mental Health, Department of Early and Secondary Education, Police Departments, etc...) in addressing programmatic concerns and identifying additional resource needs
- Facilitate inter-agency learning opportunities to improve overall service delivery

Director of Operations - Youth Services, August 2010 – Nov 2015
Shared Living Collaborative, Inc., Merrimac, MA

- Oversee operations for program providing therapeutic foster care for children with cognitive, developmental, and medical needs
- Supervise Case Management, Direct-Care, and Administrative staff
- Collaborate with various state agencies to ensure contractual and licensing regulations are met: Department of Children and Families, Department of Mental Health, Department of Developmental Services, Department of Early Education and Care, Massachusetts Behavioral Health Partnership, etc....
- Identify staff training needs and organize or conduct necessary trainings
- Evaluate strategic plan for agency and identify opportunities for continued growth and development
- Assist with writing and submitting multiple responses to state issued Requests for Responses
- Work with Adult Service/Placement Agencies in planning for transitional age youth as they "age out" of DCF placement

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Consultant, February 2009 – Oct 2011
Department of Children, Youth, and Families, Rhode Island

- Meet with prospective foster/pre-adoptive parents to assess appropriateness to be licensed as placement resources
- Complete thorough written evaluation of applicants personal history, strengths, and training needs
- Ensure potential providers understand and are in compliance with State of Rhode Island Foster Care Regulations

Family Networks Program Director, August 2009 – August 2010
MSPCC, Lowell, MA

- Coordinated placement and care of children receiving services through the Department of Children and Families
- Oversaw budget for congregate care and support services for the Lowell Area Office and balanced budget decreases with continued/increased need for services
- Supervised Service Coordinators and Administrative staff in group and individual settings
- Ensured contracted providers were in compliance with state regulations, and identified concerns to the Department of Children and Families
- Supervise Educational Consultant working with Public School Districts to maximize in-district support services and advocate for out of district placements when needed

Family Networks Service Manager/Coordinator, May 2005 – August 2009
Key Program Inc, Lawrence, MA & MSPCC, Lowell, MA

- Coordinated placement and care of children receiving services through the Department of Children and Families
- Conducted quarterly utilization/treatment reviews to ensure progress towards identified goals
- Worked to ensure service delivery was appropriately matched to individual needs
- Served as liaison between Department of Children and Families and contracted providers for in-home and out-of-home services

Boards/Committees

Human Rights Committee, Shared Living Collaborative
Planning Board, Town of Kingston NH

Trainings/Certifications

Massachusetts Approach to Partnership in Parenting (MAPP) – Certified TOT
Child and Adolescent Needs & Strengths Assessment (CANS) – Certified TOT
Positive Behavioral Supports
Trauma-Informed Care
Supervisory Training to Enhance Permanency Solutions (STEPS)
Providers' Council Training in Human Service/Nonprofit Management
IDEA/Special Education Law and the IEP Process
Eligible for Licensure as a Mental Health Counselor and/or Social Worker

Presentations

Keynote: The Caring Together Initiative – State Agency Clinical Review Protocol for Appropriateness of Placement (ACRC Conference 2018)

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Stephen Steiner, SHRM-SCP

Accomplished Human Resource executive with highly regarded organizational, interpersonal and management skills. Adept at directing all HR functions including recruiting, talent development, employee relations, HRIS technology, total rewards, and strategic planning. Developed a passion for coaching, mentoring and delivering top performance during previous career years in arts management. Other areas of proven capability include project management, labor relations, compliance, and finance/cost control.

PROFESSIONAL EXPERIENCE

ST. ANN'S HOME & SCHOOL, Methuen, MA **2007-Present**
Chief Administrative Officer – beginning 7/1/2019
Director of Human Resources

- Assists the President & CEO in supervising the daily operations of St. Ann's Home; responsible for the performance of departments as assigned to manage by the CEO; ultimately responsible for assisting in making the business function efficiently.
- Provide HR leadership to 350 employees.
- Ensure regulatory and legal compliance for all employment-related matters, including CORI, background checks and personnel policies, as well as licensing by the Department of Early Education & Care (DEEC) and Department of Elementary & Secondary Education (DESE).
- Administer all agency benefit plans including Health/Dental, Vision, Disability/Life, Flexible Spending Accounts, 401K/Pension. Streamlined open enrollment process. Works with brokers to maintain consistent positive financial results in medical insurance premium costs, and senior management on finding creative ways to redesign plans to reduce expenses and improve outcomes.
- Administer and ensure compliance for COBRA, FMLA, OSHA and Workers Compensation.
- Create and track HR budgets, prepare for annual financial and retirement plan audits.
- Works to improve employee relations and organizational climate through a number of initiatives, including focusing efforts of agency personnel committee to elicit more valuable feedback from staff, finding creative ways to recognize accomplishments of staff, such as implementing a "Way to Go!" board in the agency lobby.
- Modernized HR systems, streamlined applicant tracking systems, initiated use of an employee portal for more efficient communication and led efforts to encourage and educate staff to utilize technology effectively.
- Collaborates in developing compensation policies to better serve the needs of the agency, to achieve internal and external equity and to be more in line with current practices.
- Works to implement employee wellness initiatives, aligning them with agency core values as well as agency initiatives to provide the best in Trauma Informed Care to clients.
- Serves on senior management team; works as part of leadership teams in agency-wide strategic planning and accreditation initiatives.

BOSTON LYRIC OPERA, Boston, MA **1995-2006**
Director of Productions

Responsible for overseeing all aspects of production operations including artistic, technical, and educational programming.

- Managed full time administrative staff of five, seasonal staff of twenty, 100+ staff per production including singers, chorus, orchestra, designers, and technicians. Recognized for recruiting top talent through interview or audition. Mentored several aspiring professionals as interns and apprentices.
- Negotiated collective bargaining agreements with several unions, assuring compliance with agreements.
- Responsibility for annual budgets of up to $5M, with a proven track record of favorable financial results.
- Collaborated on long range and strategic planning utilizing The Balanced Scorecard.
- Interfaced regularly with Board of Directors; facilitated the creation of an Artistic Policy Committee of the Board.
- Represented the company to internal and external constituencies on delivering overall company positioning and organizational messages.
- Expert project manager, including large scale, public projects. In 2002, produced CARMEN ON THE COMMON, free outdoor multimedia performances on the Boston Common with an audience of 140,000 over two evenings.
- Invited regularly to speak on various topics for lectures, arts conventions, etc., and to sit on grant review panels.

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Stephen Steiner, SHRM-SCP

BOSTON UNIVERSITY COLLEGE OF FINE ARTS **1988-1995**
Assistant Professor - Music Director, Boston University Opera Institute

- Developed curriculum, course work and training activities at the core of developing talent.
- Supervised musical studies of students; provided training in language, performance techniques.
- Conducted productions and supervised musical preparation of all programming.
- Provide master classes and private sessions on career development, vocal coaching, and the business of singing.

HIGHLIGHTS OF CONSULTING/CONTRACT POSITIONS

OPERA THEATRE OF SAINT LOUIS **1992-1997**
Head of Music Staff • Young Artist Ensemble Program Supervisor

- Hired and managed music staff of five coach/accompanists.
- Liaison to conductors, responsible for upholding standards of quality.
- Auditioned over 400 singers nationally each year, bringing the finest in young talent into the program.

HOUSTON GRAND OPERA
Guest Principal Coach • Guest Faculty, Houston Opera Studio

THE BOSTON CONSERVATORY AT BERKLEE
Instructor of Operatic Diction

CHAUTAUQUA INSTITUTION
Head of Music - Summer Vocal Program

HANDEL & HAYDN SOCIETY, Boston
Consultant - Future Season Planning

VOCAL COACHING STUDIO

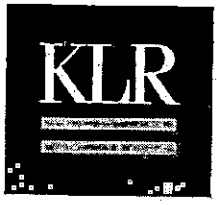
- Highly regarded nationally for exceptional results mentoring and developing operatic talent, in one-on-one sessions and in master classes, with students regularly winning major competitions and going on to careers with the most prominent US opera companies.
- Adjudicated numerous major national vocal competitions.

EDUCATION & PROFESSIONAL CREDENTIALS

Master of Music, Indiana University School of Music; Graduated With Distinction
Bachelor of Arts, Gettysburg College; Graduated Magna Cum Laude, Phi Beta Kappa

Society of Human Resource Management Senior Certified Professional (SHRM-SCP)

Member - Society for Human Resource Management (SHRM)



Executive Search Group, LLC

MASIEL JORDAN

[redacted]

Professional Experience

UTEC, INC. — **LOWELL, MA**
CHIEF FINANCIAL OFFICER — **01/2023 - PRESENT**

- Supervise UTEC's Controller and the finance team of five finance professionals.
- Overall responsibility for accurate accounting (closing, A/P, Payroll, SE invoicing, Fixed Asset management, Collections), financial statement preparation, financial reporting, Budget preparation, forecasting, banking and audit relationships, and partnership activities with the CEO and other Executives.
- Tactical financial management of State and Federal Contracts with the finance team and the programming team.
- Organizational cash management.
- Personal Support to the Development team crafting fundraising proposals and interfacing with large donors.
- Management of tenant leases and oversight of facilities activities from a financial perspective.
- Advice and counsel to the Leadership team on tactical and strategic financial matters.
- Development of financial models and financial analysis on an as needed basis.
- Business Analysis support to UTEC's mission Social Enterprises, including mattress. recycling, woodworking, and culinary businesses.
- Development and Management of the finance team, including creating goals, regular performance reviews, and development and execution of staff job skill development.
- Compliance with all applicable state, federal, and accounting regulations.
- Risk Management for the organization.
- Participation in the Executive Leadership Team.
- Work with the Board to further develop the finance committee.
- Key External partnerships for banking, credit lines, and external auditors, as well as with key funders.
- Coach emerging leaders in areas of non-profit financial management.

CITY OF LAWRENCE, LAWRENCE PUBLIC SCHOOLS — **LAWRENCE, MA**
CHIEF FINANCIAL OFFICER — **05/2019 – 01/2023**

- Ensured accurate processing of payroll in accordance with union contracts, exempt staff contracts, and state laws, totaling an average of approximately 2-3MM per payroll.
- Oversaw the Grants Management Department, which administers and reports on over $80MM of state and federal grants.
- Supervised all procurement for the District, which includes processing over 100 contracts a year in accordance with Chapter 30B.
- Led the annual budget development process for a budget that is over $200MM, including a work plan with key deliverables and ensuring district priorities were aligned with available resources.
- Recommended and implemented improvements to the annual budget process to increase compliance and budget accuracy.
- Coordinated with the Superintendent's leadership team, City of Lawrence finance team, Lawrence Alliance for Education Board, and City Council on all aspects of the budget development and communication.

[redacted]

- Provided in-depth support to schools during their planning process and analyzed programs and policies to ensure the effective use of resources.
- Directed and review the administration of financial activities involving the preparation, administration, and control of the annual budget and all special fund budgets.
- Provided direction and guidance to key subordinates in assessing the Districts needs for business support services and in the development, implementation, and control of plans and programs to meet them.
- Participated in the collective bargaining process by providing support related to budgetary impacts.

EPISCOPAL DIOCESE OF NEW YORK — **NEW YORK, NY**
CONTROLLER — **02/2017 – 01/2019**

- Provided status of financial condition to the Executive Suite members and Board of Trustees by collecting, interpreting, and reporting the organization's financial status.
- Staff liaison for the following Committees of the Trustee's: Finance Committee, Real Estate Committee, Adjustment Board, Property Support, Audit Committee, and Budget Committee.
- Advised on necessary financial policies and guarantee proper implementation to ensure appropriate use of the business' asset.
- Aided the CFO/COO with the management of the IT Department and Office Services Department.
- Maximized return and minimize risk by maintaining low bank balances and making investments per the Investment Policy established by the Investment Committee.
- Supported the CFO/COO with the oversite of Real Estate development deals.
- Guaranteed the financial staff's job results by coaching, counseling, and disciplining employees; planning, monitoring, and appraising job results.
- Worked with Human Resources to effectively restructure the Finance Department to ensure internal controls.
- As a member of the Operations Team, worked with members of the Executive Team and HR Director to assess and address organizational needs.
- Complete oversight of the Payroll functions, which include providing payroll services to over 100 parishes.
- Supervised the delivery of accounting services to affiliate agencies.
- Assessed areas for improvement and advice on solutions within the Finance Department.
- Worked closely with external Auditors to guarantee timely execution of annual Audit presentation to the Audit Committee of the Trustees and Board of Trustees for the Episcopal Diocese of New York and pertinent affiliates.
- Maintained professional and technical knowledge by attending educational workshops and reviewing professional publications.

CORPORATION FOR SUPPORTIVE HOUSING — **NEW YORK, NY**
ACCOUNTING MANAGER — **02/2015 – 02/2017**

- Oversaw all accounts payable activity totaling approximately $600,000 on a monthly basis.
- Supervised all payroll-related activities.
- Organized all policy and state audits.
- Assured all Worker's Compensation policies are set up and renewed timely.
- Responsible for proper reporting of Grant Revenue, which averages $500,000-1,000,000 monthly.
- Assured the accuracy of the Balance Sheet.
- Guaranteed accurate processing of roughly a $1,000,000 in cash receipts monthly.
- Completed monthly accruals.
- Responsible for all end-of-month closing procedures.
- Completed all quarterly reporting to necessary government agencies.
- Provided controller with explanations of any significant variances related to general ledger accounts under my responsibility.
- Re-created the rent allocation process to ensure accuracy and timeliness.
- Revised the cash receipt process.
- Implemented a new per diem and personal expense reimbursement approval process.
- Automated the bank reconciliation process.

R.C. DIOCESE OF BROOKLYN — **BROOKLYN, NY**
SENIOR ACCOUNTANT — **04/2010 – 01/2015**

- Managed all accounting responsibilities for five corporations totaling over $500M in assets.
- Assured timely invoicing of $2-3M revenue on a monthly basis.
- Completed all Financial Reporting for designated corporations.
- Completed financial statements and highlight vital activity to select Board of Directors and Exec. Directors.
- Managed cash flows as instructed by investment policies, Executive Directors, or Board of Directors.
- Completed variance reports: budget vs. actuals, prior month vs. current month, prior year vs. current year.
- Liaise between the accounting office and the corporations' Executive Directors.
- Provide financial statements to complete the Actuary and ensure to update the general ledger in accordance with the new report.
- Guaranteed completion of all audit-related activities, including all requested supporting documentation implementation of solutions mentioned in management comments; ensure auditors provide audited financial report by the date required by the Board of Directors.
- Supervised day to day office activities and trained new employees in the accounting system.
- Implemented new invoicing for the Medical Trust and Pension Trust, involving extensive testing, assuring new procedure yielded appropriate accounting data into sub-ledger and general ledger.
- Assisted in the completion of 990 IRS forms.
- Assured accuracy of reported restricted, unrestricted, and temporarily restricted funds.
- Assisted in the tracking of grants and grants payable.

ACCOUNTANT

- Completed Bank reconciliations.
- Posted all necessary journal entries.
- Reviewed trial balances for financial reporting accuracy.
- Input data for monthly and quarterly invoices.
- Aided with investment analysis for the Pension Trust.
- Assisted in board meeting material preparations.
- Supported the lead person on any ongoing audits.
- Helped with accounts receivable and accounts payable tasks.
- Prepared financial statements for review when requested.

Education & Training

Bachelor of Science, Business Administration, Northeastern University, Boston, MA
Concentration in Finance and Accounting,
August 2006

Technical Skills

MS Word	MS Excel	MS PowerPoint	MUNIS
MS Access	Financial Edge	Razors Edge	Microsoft Dynamics
Databases			

MASIEL JORDAN

Ema[redacted]

Professional Experience

UTEC, INC. — **LOWELL, MA**
CHIEF FINANCIAL OFFICER — **01/2023 – PRESENT**
BUDGET SIZE: APPROXIMATELY $17-18 MILLION
REVENUE TYPES: OVER 50% GOVERNMENT CONTRACTS, OVER 9% GRANT FUNDING, OVER 15% FUNDRAISING, AND OVER 15% SOCIAL ENTERPRISE & INVESTMENT REVENUE.
TOTAL EMPLOYEES: OVER 100 EMPLOYEES
FINANCE DEPARTMENT: 5 PERSON TEAM
REPORTING TO: THE CEO

CITY OF LAWRENCE, LAWRENCE PUBLIC SCHOOLS — **LAWRENCE, MA**
CHIEF FINANCIAL OFFICER — **05/2019 – 01/2023**
BUDGET SIZE: OVER $250 MILLION
REVENUE TYPES: OVER $50 MILLION IN GRANT FUNDING, OVER $200 MILLION IN STATE FUNDING, AND OVER $10 MILLION IN CITY FUNDING
TOTAL EMPLOYEES: OVER 2,300 FTES
FINANCE DEPARTMENT: 13 PERSON TEAM
REPORTING TO: THE SUPERINTENDENT

EPISCOPAL DIOCESE OF NEW YORK — **NEW YORK, NY**
CONTROLLER — **02/2017 – 01/2019**
BUDGET SIZE: APPROXIMATELY $11-12 MILLION
REVENUE TYPES: APPROPRIATION FROM PARISHES AND INCLUDED OVERSIGHT OF APPROXIMATELY $100 MILLION IN ENDOWMENTS
TOTAL EMPLOYEES: APPROXIMATELY 50 EMPLOYEES TOTAL
FINANCE DEPARTMENT: 5 PERSON TEAM
REPORTED TO: THE CFAO

CORPORATION FOR SUPPORTIVE HOUSING — **NEW YORK, NY**
ACCOUNTING MANAGER — **02/2015 – 02/2017**
BUDGET SIZE: APPROXIMATELY $18-20 MILLION
REVENUE TYPES: FUNDRAISING, STATE AND LOCAL FUNDING, AND FEDERAL FUNDS
TOTAL EMPLOYEES: OVER 100 EMPLOYEES
FINANCE DEPARTMENT: 9-10-PERSON TEAM; I HAD 1 DIRECT REPORT AS THE ACCT. MANAGER
REPORTED TO: THE CONTROLLER

R.C. DIOCESE OF BROOKLYN — **BROOKLYN, NY**
SENIOR ACCOUNTANT — **04/2010 – 01/2015**
TOTAL EMPLOYEES: OVER 200 EMPLOYEES
FINANCE DEPARTMENT: APPROXIMATELY 12-PERSON TEAM, NO DIRECT REPORTS
REPORTED TO: THE ASSISTANT CONTROLLER

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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: St. Ann's Home, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Joseph Cronin	Chief Executive Officer	$8,850.00	$295,000.00
Stephen Steiner	Chief Administrative Officer	$5,460.00	$182,000.00
Masiel Jordan	Chief Financial Officer	$5,148.00	$171,600.00
Robin Duguay	Chief Operating Officer	$4,992.00	$166,400.00
Christine Albert	Senior Resdiential Program Director	$12,050.40	$120,504.00
Cheryl Macinanti	Senior Resdiential Program Director	$12,059.80	$120,598.00
Heather O'Neil	Director of Outpatient, CBAT and TCU Programs	$3,290.49	$109,683.00

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ARC

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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**	

Docusign Envelope ID: 478DEC31-6BA6-4CA4-818C-9D6D007EFD49

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.

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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.

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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 St. Ann's Home, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 13, 2021 (item # 38B), 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:

   $ 19,534,022

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	• 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)*

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 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

23. Modify Exhibit C, Payment Terms, Paragraph 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 - Group Home Level 2	
Residential for eligible youth per day until 6/30/2023	$373.36
Program - Community Treatment Residence	
Residential for IEP eligible youth per day until 6/30/2023	$478.45
Residential Non-IEP eligible youth per day until 6/30/2023	$478.45
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day until 6/30/2023	$528.54
Residential Non-IEP eligible youth per day until 6/30/2023	$528.54
Program - ICBAT	
Residential for IEP eligible youth per day until 6/30/2023	$694.32
Residential Non-IEP eligible youth per day until 6/30/2023	$694.32
Program - CBAT	
Residential for IEP eligible youth per day until 6/30/2023	$571.62
Residential Non-IEP eligible youth per day until 6/30/2023	$571.62

Program - Group Home Level 2	
Residential for eligible youth per day effective 7/1/2023	$488.20
Program - Community Treatment Residence	
Residential for IEP eligible youth per day effective 7/1/2023	$656.11
Residential Non-IEP eligible youth per day effective 7/1/2023	$656.11
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day effective 7/1/2023	$704.79
Residential Non-IEP eligible youth per day effective 7/1/2023	$704.79
Program - ICBAT	
Residential for IEP eligible youth per day effective 7/1/2023	$854.78
Residential Non-IEP eligible youth per day effective 7/1/2023	$854.78
Program - CBAT	
Residential for IEP eligible youth per day effective 7/1/2023	$734.38
Residential Non-IEP eligible youth per day effective 7/1/2023	$734.38

4.1.2. Medicaid eligible services provided shall not be duplicate billed, therefore, Medicaid eligible services included in the rates in the table listed under Subsection 4.1.1. shall not be billed separately.

4.1.3. 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 special education tuition prices posted on Mass.gov by the State of Massachusetts Operational Services Division (OSD).

4.1.4. Billings shall occur 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: $19,534,022

4.5.2. SFY 22: $3,738,664.00

4.5.3. SFY 23: $3,738,664.00

4.5.4. SFY 24: $6,028,347.00

4.5.5. SFY 25: $6,028,347.00

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

St. Ann's Home, Inc.

11/28/2023
Date

DocuSigned by:
Joseph Cronin
Name: Joseph Cronin
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
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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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 27, 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 a contract with the vendor listed below in an amount not to exceed $11,215,992 to provide behavioral health residential treatment services for children, youth and young adults to stabilize their behavioral health, with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through June 30, 2024. The 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
St Ann's Home Methuen, MA (VC #234481)	In/near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$3,738,664	$3,738,664	$3,738,664	$11,215,992
	Total:	$3,738,664	$3,738,664	$3,738,664	$11,215,992

Funds are available in the following accounts for State Fiscal Year 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 clients, 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

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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

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 Contractor will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings and residential treatment programs outside of New England. The Contractor will support the Department's efforts to provide improved 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 to be 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, and past attempts of suicide or significant self-harm. Under a separate contract, an independent qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care.

The Contractor will provide varying residential treatment levels of care ranging from levels two through four, with four being the most intensive treatment. The Contractor 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;

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- 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 the final one (1) contract in addition to nine (9) contracts presented to the Governor and Executive Council on July 14, 2021 (Item #14), five (5) contracts presented to the Governor and Executive Council on August 4, 2021 (Item #15), and one (1) contract presented to the Governor and Executive Council on September 15, 2021 (Item #32), for a total of sixteen (16) contracts

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.

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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 #2105NHSADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A829941254F3...

Lori A. Weaver

Associate Commissioner

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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 I

	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	83
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	85
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1 Robert Rodier, Administrator for DCYF

2 Richard Savage, Administrator for DCYF

3 Shawn Oakley, Program Specialist IV, CBH

4 Paige Morgan, Youth Voice

5 Tarik Godfrey-Allen, Business Administrator, Finance

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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	91
3	Home for little Wanderers	Unity House	75
4	Home for Little Wanderers	Keene House	78
5	Mentor 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. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	76

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Bunton, Administrator, DCYF

4 Tarla Oosterhaven, Business Administrator, Finance

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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 3		
	Proposer Name	Option Program	Total All Reviews
1	Devereaux Foundation	Devereaux Level 3 Intensive	74
2	Easter Seals	NJ Boys - Intensive	85
3	Easter Seals	Lancaster - Intensive	86
4	Easter Seals	Zachary - Intensive	86
5	Easter Seals	NJ Girls - Intensive	80
6	Home for Little Wanderers	WestBo	73
7	Maine ACR (Neuroflow/Intensive)	Maine	53
8	Mount Prospect Academy, Inc.	Option A Adv Intensive	87
9	Mount Prospect Academy, Inc.	Option A Hall Farm Pike	84
10	Mount Prospect Academy, Inc.	Option A PSG Rumney	83
11	Mount Prospect Academy, Inc.	Option A Summit Plym	84
12	Mount Prospect Academy, Inc.	Option C Cass Hampton	85
13	Mount Prospect Academy, Inc.	Option C Cass Plym	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campton	88
15	Pine Haven Boys Center	Pine	79
16	Spaulding Academy & Family Services	RP	93
17	Spaulding Academy & Family Services	IRP	95
18	Spaulding Academy & Family Services	TJP	90
19	St. Anns Home, Inc.	Option A	87
20	St. Anns Home, Inc.	Level 3, Option C	87
21	Statson School, Inc.	Statson	93
22	Vermont Permanency Initiative, Inc.	Vermont	81
23	Wrentham Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lambert, Program Specialist IV, CBH
2 Andrea Powell, Program Specialist IV, CBH
3 Kathleen Talbot, Program Specialist IV, CBH
4 Jessica Kershner, Administrator, DCYF
5 Kara Lambert, Administrator, Finance
6 Rebecca Lorsen, Financial Reporting Adm

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposals 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 Manor Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	90
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICBAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICBAT	88

Reviewers Name and Title

1 Garret Tenney, Program Specialist IV, CBH

2 Adele Baumes, Administrator, CBH

3 Erica Ungarelli, Director for CBH

4 Rebecca Frederic, Administrator, BOE

5 Tanja Godfredsen, Business Administrator, Finance

6 Elizabeth Letourneau, Administrator, Finance

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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 St. Ann's Home, Inc.		1.4 Contractor Address 100A Haverhill Street, Methuen, MA 01844	
1.5 Contractor Phone Number (978) 682-5276 x:3175	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $11,215,992
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: Joe Cronin Date: 9/14/2021		1.12 Name and Title of Contractor Signatory Joe Cronin CEO	
1.13 State Agency Signature DocuSigned by: Katja Fox Date: 9/28/2021		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: DocuSigned by: J. Christopher Marshall		On: 9/29/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS
Date 9/14/2021

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

1.11. Staffing, Training and Development

1.11.1. Talent Strategy

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

1.11.2. Staffing Ratios

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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 positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

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

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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1.13.14.1. There are no openings at the time of referral;

1.13.14.2. The age of the referred child is greatly different than the current milieu;

1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;

1.13.14.4. There are specialty Care needs revealed during their course of treatment;

1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;

1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:

1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;

1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and

1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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

and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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1.19.4.5. Coordination of education services, and/or

1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:

1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.

1.19.5.2. The age and developmental level of the population.

1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.

1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:

1.20.2.1. Safety

1.20.2.2. Trustworthiness and Transparency

1.20.2.3. Peer Support

1.20.2.4. Collaboration and Mutuality

1.20.2.5. Empowerment, Voice and Choice

1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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,

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

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				

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Reserved				
Level of Care 2, Intermediate Treatment	Youth & Young Adult Group Home	Methuen, MA Lawrence, MA	6	N/A
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Community Treatment Residence	Methuen, MA Lawrence, MA	9	Yes, with level 3 option A
Level of Care 3, Intensive Treatment, Option C: Assessment Treatment	Community Treatment Residence	Methuen, MA Lawrence, MA	3	Yes, with level 3 option C
Reserved				
Level of Care 4, High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)	Community Based Acute Treatment (CBAT)	Methuen, MA	6	Yes, with level 4 option C ICBAT
Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)	Intensive Community Based Acute Treatment (ICBAT)	Methuen, MA	3	Yes, with level 4 option B CBAT
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, onside and access to professionals in the community to coordinate the provisions of the treatment plan.

2.6.2. The Contractor shall provide services to children, youths and young adults at this level of care twenty-four (24) hours per day, seven (7)

days a week, in a structured, therapeutic milieu environment that includes but is not limited to:

2.6.2.1. Safe environment
2.6.2.2. Supervision dependent on the need of the individual and program model.
2.6.2.3. Community Supports
2.6.2.4. Access to public school education or alternative approved educational setting
2.6.2.5. Specialized social services
2.6.2.6. Behavior management,
2.6.2.7. Recreation
2.6.2.8. Clinical Services
2.6.2.9. Family Services
2.6.2.10. Vocational Training
2.6.2.11. Medication Monitoring, as clinically indicated
2.6.2.12. Crisis Intervention

2.6.3. Staffing

2.6.3.1. The Contractor shall comply with the staffing requirements in New Hampshire Administrative Rule Part He-C 6350 Certification for Payment Standards for Residential Treatment Programs and Part He-C 6420 Medicaid Covered Services.

2.6.3.2. Unless otherwise approved by a waiver by the Department for the staffing ratios shown in Section 3, the Contractor shall maintain the required staffing ratios as follows:

2.6.3.2.1. Direct Care Staff/Milieu

2.6.3.2.1.1. Milieu: Day staff ratio is 1:4, and more intensive ratios are allowable based on program population or program needs.

2.6.3.2.1.2. Awake overnight: 1:8 and a minimum of two staff available for programs and position may float on campus or within buildings.

2.6.3.2.1.3. Clinical Services: Access 24/7, 1:10 when delivered onsite and some clinical services may be provided off site for individual

and family therapy with community providers.

2.6.3.2.1.4. Family Worker: Case Manager 1:8

2.6.3.2.1.5. A lower ratio must be used if the clinician is fulfilling multiple roles i.e. family worker as well as primary clinician.

2.6.3.2.1.6. Have resources to allow for all children to access clinical within the program but also allow for access to community if appropriate.

2.6.3.2.2. Medical Care

2.6.3.2.2.1. Clinical and Nursing: available 24/7 and based on client needs.

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

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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 pursing 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).

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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 2.3.3 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

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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:

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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

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 pursing 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).

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.

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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.
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
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 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 pursing 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).

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 2.3.3 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.

2.9. Reserved

2.10. Level of Care 4, High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)

2.10.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option B: Community-Based Acute Treatment (CBAT), to children, youth, and young adults experiencing acute 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:

2.10.1.1. Support the rapid successful transition to the individuals home and community by:

2.10.1.1.1. Stabilizing and treating the acute symptoms,

2.10.1.1.2. Transitioning children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.10.1.1.3. Supporting a youth who likely would otherwise require acute psychiatric settings, and/or

2.10.1.1.4. Stabilizing a reduction of acuity in emotional or behavioral health functioning.

2.10.1.1.5. Helping the youth learn the skills and behaviors that will help the individual when they return to their homes, schools, and communities.

2.10.2. 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, for a short term stay based on need, in an intensive, acute residential unit, or community or hospital based, which provides:

2.10.2.1. High intensity clinical treatment services in a community-based setting similar to the intensity of an inpatient treatment program with frequency of treatment settings of two (2) to six (6) days a week for up to six (6) hours each day.

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2.10.2.2. Simulated everyday community living in a safe, therapeutic environment
2.10.2.3. Highly structured treatment on a 24/7 basis,
2.10.2.4. Structured and safe, therapeutic milieu environment,
2.10.2.5. Medication Monitoring and management,
2.10.2.6. Supervision on a continuous line of sight or dependent on the need of the individual.
2.10.2.7. Concentrated individualized treatment protocol.
2.10.2.8. Specialized assessment and treatment services.
2.10.2.9. Community Supports.
2.10.2.10. Access to public school education and/or an approved special education program on site or subcontracted
2.10.2.11. Specialized social services.
2.10.2.12. Behavior management.
2.10.2.13. Recreation.
2.10.2.14. Clinical Services.
2.10.2.15. Family Services.
2.10.2.16. Vocational Training.
2.10.2.17. Medication Monitoring, as clinically indicated.
2.10.2.18. Crisis Intervention.

2.10.3. Staffing

2.10.3.1. 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.

2.10.3.2. 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:

2.10.3.2.1. Direct Care Staff/Milieu:

2.10.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

2.10.3.2.1.2. Awake overnight: 1:5 minimum 2 staff available for programs (however could float on campus or within building)

2.10.3.2.2. Clinical Services

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2.10.3.2.2.1. access to clinical 24/7 may be telephonic or face to face depending on clinical need)
2.10.3.2.2.2. Clinical ratio: 1:6
2.10.3.2.2.3. Family Therapist 1:6
2.10.3.2.2.4. Family Worker: 1:8
2.10.3.2.2.5. Case Manager (may be the same position as Family Worker) 1:8
2.10.3.2.2.6. 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.
2.10.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10

2.10.3.2.3. Medical Care:

2.10.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.
2.10.3.2.3.2. Availability of prescriber/psychiatry on site.
2.10.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.10.4. Supported Visits

2.10.4.1. 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.

2.10.4.2. 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.

2.10.5. Educational Services

2.10.5.1. 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.

2.10.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:

2.10.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.

2.10.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.

2.10.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.

2.10.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.10.5.3.1. Transitional Services.

2.10.5.3.2. Vocational Services.

2.10.5.3.3. Formal Education.

2.10.5.3.4. Training Programs.

2.10.5.3.5. Independent Living Skills.

2.10.5.4. 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.

2.10.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.10.5.6. 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.

2.10.6. Transportation

2.10.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.10.6.1.1. Court Hearings.

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2.10.6.1.2. 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).

2.10.6.1.3. School transportation for what is not provided by an individual education plan (IEP).

2.10.6.1.4. Recreation (clubs, sports, work).

2.10.6.1.5. Family and sibling visits.

2.10.6.1.6. Other as required by the individual's treatment plan.

2.10.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.10.6.2.1. 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.

2.10.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.10.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.10.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.10.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.10.6.3.2. 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.

2.10.6.3.3. 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.

2.10.6.3.4. 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

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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.

2.11. Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)

2.11.1. The Contractor shall provide residential treatment services Level of Care 4, High Intensity/Sub-Acute Option C: Intensive Community-Based Acute Treatment (ICBAT) to individuals who are experiencing acute 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 high intensity therapeutic treatment.

2.11.1.1. Support the rapid successful transition to the childs, youths, or young adults home and community by:

2.11.1.1.1. Stabilizing and treating the acute symptoms,

2.11.1.1.2. Transitioning children, youth, and young adults from inpatient stabilizations to out of home treatment,

2.11.1.1.3. Supporting a youth who likely would otherwise require acute psychiatric settings, and/or

2.11.1.1.4. Stabilizing a reduction of acuity in emotional or behavioral health functioning.

2.11.1.1.5. Helping the youth learn the skills and behaviors that will help the individual when they return to their homes, schools, and communities.

2.11.2. 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, for as long as based on need, in an intensive, acute residential unit, or community or hospital based, which provides:

2.11.2.1. High intensity clinical treatment services in a community-based setting similar to the intensity of an inpatient treatment program with frequency of treatment settings of two (2) to six (6) days a week for up to six (6) hours each day.

2.11.2.2. Simulated everyday community living in a safe, therapeutic environment

2.11.2.3. Individual, group, and family therapy

2.11.2.4. Educational Services
2.11.2.5. Frequent psychiatric evaluation
2.11.2.6. Medication Management
2.11.2.7. Other therapeutic distinctions
2.11.2.8. Highly structured treatment on a 24/7 basis,
2.11.2.9. Structured and safe, therapeutic milieu environment,
2.11.2.10. Medication Monitoring and management,
2.11.2.11. Supervision on a continuous line of sight or dependent on the need of the individual.
2.11.2.12. Concentrated individualized treatment protocol.
2.11.2.13. Specialized assessment and treatment services.
2.11.2.14. Community Supports.
2.11.2.15. Access to public school education and/or an approved special education program on site or subcontracted
2.11.2.16. Specialized social services.
2.11.2.17. Behavior management.
2.11.2.18. Recreation.
2.11.2.19. Clinical Services.
2.11.2.20. Family Services.
2.11.2.21. Vocational Training.
2.11.2.22. Frequent psychiatric evaluation and Medication Monitoring, as clinically indicated.
2.11.2.23. Crisis Intervention.

2.11.3. Staffing

2.11.3.1. 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.
2.11.3.2. 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:
2.11.3.2.1. Direct Care Staff/Milieu:
2.11.3.2.1.1. Milieu: Optimal Day staff ratio is 1:2 and shall include plans for increased staffing depending on acuity.

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2.11.3.2.1.2. Awake overnight: 1:5 and minimum two staff available for programs and position may float on campus or within building.

2.11.3.2.2. Clinical Services

2.11.3.2.2.1. Access to clinical 24/7 may be telephonic or face-to-face depending on clinical need.

2.11.3.2.2.2. Clinical ratio: 1:6.

2.11.3.2.2.3. Family Therapist 1:6.

2.11.3.2.2.4. Family Worker: 1:8.

2.11.3.2.2.5. Case Manager and may be the same position as Family Worker 1:8.

2.11.3.2.2.6. 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.

2.11.3.2.2.7. Board Certified Behavioral Analysts (BCBA) 1:10.

2.11.3.2.3. Medical Care:

2.11.3.2.3.1. Nursing: available 24/7 and shall be onsite regularly within the campus or multiple programs and may be a shared resource.

2.11.3.2.3.2. Availability of prescriber/psychiatry on site.

2.11.3.2.3.3. Physical Therapy or Occupational Therapy may be included in the program, which shall be billed directly to Medicaid.

2.11.4. Supported Visits.

2.11.4.1. 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.

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.

2.11.5. Educational Services

2.11.5.1. 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.

2.11.5.2. The Contractor shall provide onsite or subcontracting with Department approval for:

2.11.5.2.1. A nonpublic and special educational program approved by the State of New Hampshire Department of Education.

2.11.5.2.2. A Tutoring program depending on the acuity and length of stay for the individual.

2.11.5.2.3. An online educational curriculum approved by the State of New Hampshire Department of Education.

2.11.5.3. The Contractor shall connect the individual to higher education for those who have graduated high school or supporting individuals pursing higher education or independent living with the following but not limited to:

2.11.5.3.1. Transitional Services.

2.11.5.3.2. Vocational Services.

2.11.5.3.3. Formal Education.

2.11.5.3.4. Training Programs.

2.11.5.3.5. Independent Living Skills.

2.11.5.4. 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.

2.11.5.5. The Contractor shall retain client student records in accordance with New Hampshire regulations.

2.11.5.6. 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.

2.11.6. Transportation

2.11.6.1. The Contractor shall ensure individuals have transportation services to and from services and appointments for the following but not limited to:

2.11.6.1.1. Court Hearings.

2.11.6.1.2. 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).

2.11.6.1.3. School transportation (for what is not provided by an individual education plan (IEP)).

2.11.6.1.4. Recreation (clubs, sports, work).

2.11.6.1.5. Family and sibling visits.

2.11.6.1.6. Other as required by the individual's treatment plan.

2.11.6.2. The Contractor shall coordinate or provide such transportation as follows, including but not limited to:

2.11.6.2.1. 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.

2.11.6.2.2. Working with any of the Department's applicable Medicaid Managed Care Contractors for transportation to Medicaid appointments.

2.11.6.2.3. Use of Contractor-owned vehicles in accordance with Section 2.3.3 below.

2.11.6.3. In the event the Contractor uses a Contractor-owned vehicle(s), the Contractor shall:

2.11.6.3.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.11.6.3.2. 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.

2.11.6.3.3. 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.

2.11.6.3.4. Ensure vehicle insurance coverage shall be in amounts that are in keeping with industry

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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.

2.12. 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. Youth & Young Adult Group Home

3.4.1.1. The Contractor shall maintain the following staffing Ratios for this level of care as outlined in the table below:

Title Position	Section 2 Staffing Requirements	Ratio Department Approved Variation
Direct Care 1st shift	Milieu 1:4	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	1:10 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liason
Family Therapist	Not required	1:10
Transportation	Not Required	Not allocated
Case Manager	See Family Worker	See family resource liaison
Board certified behavioral analyst (BCBA)	Not required	Not allocated
Nursing Staff	Medical Care: Clinical and Nursing 24/7available, based on client needs	RN
Psychiatrist	Not required	.05
Psychologist	Not required	Not allocated
Medical Doctor, APRN	Not required	Not allocated
Family Resource Liaison	Not required	1:4
	* 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. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);

3.4.1.2.3. Gender Identity;

3.4.1.2.4. Aggressive behavior;

3.4.1.2.5. Episodes Moderate Self-Injurious Behaviors;
3.4.1.2.6. Fire Setting
3.4.1.2.7. Problematic Sexual Behavior

3.5. Level of Care 3, Intensive Treatment, Option A: Intensive Treatment

3.5.1. Community Treatment Residence

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	1:8 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:8	1:8 (shared as Residential Therapists)
Transportation	Not Required	Not Allocated
Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	RN

Psychiatrist	Availability of prescriber or psychiatry on site	.08 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4
Occupational Therapist	Not Required	.45 FTE
	* 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. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
3.5.1.2.3. Gender Identity;
3.5.1.2.4. Aggressive behavior;
3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
3.5.1.2.6. Fire Setting
3.5.1.2.7. Problematic Sexual Behavior

3.6. Level of Care 3, Intensive Treatment, Option C: Assessment Treatment

3.6.1. Diagnostic Assessment Program

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	No Variation
Direct Care 2nd shift	Milieu 1:3	No Variation

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Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:3
Clinical Ratio	1:8	1:8 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:8	1:8 (shared as Residential Therapists)
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:10
Nursing Staff	24/7, available, and shall be onsite regularly	Nursing .19 FTE
Psychiatrist	Availability of prescriber or psychiatry on site	.15 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not Allocated
Family Resource Liaison	Not Required	1:8
Occupational Therapist	Not Required	.45 FTE
	* 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. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
3.6.1.2.3. Gender Identity;
3.6.1.2.4. Aggressive behavior;
3.6.1.2.5. Episodes Moderate Self-Injurious Behaviors;
3.6.1.2.6. Fire Setting
3.6.1.2.7. Problematic Sexual Behavior

3.7. Reserved

3.8. Level of Care 4, High Intensity/Sub-Acute, Option B: Community-Based Acute Treatment (CBAT)

3.8.1. Community Based Acute Treatment (CBAT)

3.8.1.1. 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	1:3
Direct Care 2nd shift	Milieu 1:2	1:3
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:6
Clinical Ratio	1:6	1:6 (shared as Residential Therapists)
Family Worker	1:8	See Family Resource Liaison
Family Therapist	1:6	1:6 (shared as Residential Therapists)
Transportation	Not Required	Not allocated

Case Manager	1:8 or see Family Worker	See Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10	1:10
Nursing Staff	available, and shall be onsite regularly.	RNs
Psychiatrist	Availability of prescriber or psychiatry on site	.16 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not Allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4
	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.8.1.2. 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:

- 3.8.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.8.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.8.1.2.3. Gender Identity;
- 3.8.1.2.4. Aggressive behavior;
- 3.8.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.8.1.2.6. Fire Setting
- 3.8.1.2.7. Problematic Sexual Behavior

3.9. Level of Care 4, High Intensity/Sub-Acute, Option C: Intensive Community-Based Acute Treatment (ICBAT)

3.9.1. <u>Intensive Community Based Acute Treatment (ICBAT)</u>

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3.9.1.1. 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 1:2	No Variation
Direct Care 2nd shift	Milieu 1:2	No Variation
Direct Care Overnight	Awake overnight: 1:5 minimum 2 staff available for programs	1:6
Clinical Ratio	1:6	1:4 (Residential Therapist shared)
Family Worker	1:8	Family Resource Liaison
Family Therapist	1:6	1:4 (Residential Therapist shared)
Transportation	Not Required	Not allocated
Case Manager	1:8 or see Family Worker	Family Resource Liaison
Board certified behavioral analyst (BCBA)	1:10	No variation
Nursing Staff	Available, and shall be onsite regularly	RNs
Psychiatrist	Availability of prescriber or psychiatry on site	.21 FTE
Psychologist	Availability of prescriber or psychiatry on site	Not allocated
Medical Doctor, APRN	Not Required	Not allocated
Family Resource Liaison	Not Required	1:4

	* Not required indicates that a specific position/personnel was not required or as a ratio	

3.9.1.2. 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:

- 3.9.1.2.1. Intellectual and Developmental Disability (IDD);
- 3.9.1.2.2. Substance Use Disorder and Co-Occurring Disorder (SUD/COD);
- 3.9.1.2.3. Neurobehavioral needs;
- 3.9.1.2.4. Aggressive behavior;
- 3.9.1.2.5. Episodes Moderate Self-Injurious Behaviors;
- 3.9.1.2.6. Fire Setting
- 3.9.1.2.7. Problematic Sexual Behavior

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:

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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

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:

Table B

Category	Key performance metrics:
Referral	• % 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	• % 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	• % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* • Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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

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.

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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.

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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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.

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.

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8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
   - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 - Group Home Level 2	
Residential for eligible youth per day	$373.36
Program - Community Treatment Residence	
Residential for IEP eligible youth per day	$478.45
Residential Non-IEP eligible youth per day	$478.45
Program - Diagnostic Assessment Program	
Residential for IEP eligible youth per day	$528.54
Residential Non-IEP eligible youth per day	$528.54
Program - ICBAT	
Residential for IEP eligible youth per day	$694.32
Residential Non-IEP eligible youth per day	$694.32
Program - CBAT	
Residential for IEP eligible youth per day	$571.62
Residential Non-IEP eligible youth per day	$571.62

4.1.2. Medicaid eligible services provided shall not be duplicate billed, therefore, medicaid eligible services included in the rates in the table listed under section 4.1.1 shall not be billed seperately.

4.1.3. 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 special education tuition prices posted on Mass.gov by the State of Massachusett's Operational Services Division (OSD).

4.1.4. 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.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $11,215,992.00

4.5.2. SFY 22: $3,738,664.00

4.5.3. SFY 23: $3,738,664.00

4.5.4. SFY 24: $3,738,664.00

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).

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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.

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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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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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:

9/14/2021
Date

DocuSigned by:
Joe Cronin
Name: Joe Cronin
Title: CEO

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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:

9/14/2021
Date

DocuSigned by:
Joe Cronin
Name: Joe Cronin
Title: CEO

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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

Contractor Initials JC (DS)

Date 9/14/2021

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

9/14/2021
Date

DocuSigned by:
Joe Cronin
Name: Joe Cronin
Title: CEO

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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.

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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:

9/14/2021
Date

DocuSigned by:
Joe Cronin
Name: Joe Cronin
Title: CEO

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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:

9/14/2021
Date

DocuSigned by:
Joe Cronin
Name: Joe Cronin
Title: CEO

Docusign Envelope ID: 478DEC31-6BA6-4CA4-818C-9D6D007EFD49

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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	St. Ann's Home, Inc.
The State by:	Name of the Contractor
Katja Fox	Joe Cronin
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Joe Cronin
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
9/28/2021	9/14/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Joe Cronin
Name: Joe Cronin
Title: CEO

9/14/2021
Date

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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: 073813347

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 Stetson School, 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $22,611,542

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 4. to add 4.8., to read:

4.8. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 4.7, to read:

4.7. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.7.1. Sub-total: $22,611,542.00

4.7.2. SFY 22: $2,426,778.00

4.7.3. SFY 23: $2,426,778.00

4.7.4. SFY 24: $4,462,119.00

4.7.5. SFY 25: $4,462,119.00

4.7.6. SFY 26: $4,416,874.00

4.7.7. SFY 27: $4,416,874.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/12/2025
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D64684F3...
Name: Katja S. Fox
Title: Director

Stetson School, Inc.

5/12/2025
Date

DocuSigned by:
MICHAEL MATTHEWS
51418D8DE786478...
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & Finance

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/12/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146...
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 State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STETSON SCHOOL, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on March 04, 2021. 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: **864000**
Certificate Number: **0006820505**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of December A.D. 2024.

David M. Scanlan
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Deborah J Needleman, 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 Getson School Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 15, 2023 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kathee Jordan, President/CEO; Michael Matthews, Sr VP of Business & Finance (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Getson School Inc to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: April 28, 2023

Deborah J Needleman
Signature of Elected Officer
Name: Deborah J Needleman
Title: Clerk

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michael Casey	
RSC Insurance Brokerage, Inc. 160 Federal St. 4th Floor Boston MA 02110	PHONE (A/C, No, Ext): (617) 330-5700	FAX (A/C, No): (617) 439-3752
	E-MAIL ADDRESS: mcasey@risk-strategies.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Stetson School Inc. c/o Seven Hills Foundation, Inc 81 Hope Ave Worcester MA 01603	INSURER A: Capitol Specialty Insurance Corp	
	INSURER B: Philadelphia Indemnity Insurance Company	18058
	INSURER C: Kinsale Insurance Co	
	INSURER D: Liberty Mutual Insurance Co	23043a
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL251217675 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ ☒ CLAIMS-MADE ☐ OCCUR ☒ Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HS20222109-04	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1M/$3M
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2638474-014	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Liability Limit	$ $ $ $ $ 1,000,000
C	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION $			0100105762-5	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-31S-368563-055	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Sexual Misconduct Liability - Claims Made			HS20222109-04	01/01/2025	01/01/2026	Each Claim Aggregate Deductible	$1,000,000 $1,000,000 $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Issued as evidence of insurance

CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Complusory Bodily Injury			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
20,000	40,000				$174,077.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorists			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000;000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PREMIUM for Endorsement			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$11,473.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Physical Damage Specified Cause of Loss			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
			25		

Ref #	Description	Coverage Code	Form No.	Edition Date
	UNDERINSURED MOTORISTs	UNISP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Personal Injury Protection			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
8,000					$54,327.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Seven Hills Foundation & Affiliates

Stetson School

MISSION

> The mission of Seven Hills Foundation is to promote and encourage the empowerment of people with significant challenges so that each may pursue their highest possible degree of personal well-being and independence.

Seven Hills Foundation currently offers programming at 235 locations throughout Massachusetts, Rhode Island, and New Hampshire and employs more than 4,800 professionals. The Foundation offers a continuum of support and services to over 60,000 children and adults with disabilities and life challenges, and another 17,000 women and children in developing countries through our 15 Affiliate organizations.

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SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2022

AND

INDEPENDENT AUDITOR'S REPORT

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SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED FINANCIAL STATEMENTS
WITH SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2022

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BOLLUS LYNCH

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Seven Hills Foundation and Affiliates

Opinion

We have audited the combined financial statements of Seven Hills Foundation and Affiliates (collectively the Foundation), which comprise the combined statement of financial position as of June 30, 2022, the related combined statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the combined financial statements (collectively, the financial statements).

In our opinion, the accompanying combined financial statements present fairly, in all material respects, the financial position of the Foundation as of June 30, 2022, 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 the Foundation 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 combined 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 combined 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 Foundation's ability to continue as a going concern within one year after the date that the combined financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the 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 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.

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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 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 Foundation'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 Foundation'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 Summarized Comparative Information

We have previously audited the Foundation's 2021 combined financial statements, and we expressed an unmodified audit opinion on those audited combined financial statements in our report dated November 10, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited combined financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining and other supplementary information 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. The combining and other 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 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 combined financial statements as a whole.

Ballus Lynch, LLP

Worcester, Massachusetts
December 1, 2022

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SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED STATEMENT OF FINANCIAL POSITION

JUNE 30, 2022
(With Summarized Financial Information for 2021)

	Without Donor Restrictions	With Donor Restrictions	Totals 2022	Totals 2021
Assets				
Current assets				
Cash	$ 25,150,311	$ 657,466	$ 25,807,777	$ 29,283,170
Deposits with trustees	5,165,039	-	5,165,039	2,920,782
Accounts receivable, less allowance for doubtful accounts of $1,036,946 and $761,691 in 2022 and 2021, respectively	36,380,220	-	36,380,220	34,695,765
Contributions receivable, net	-	51,700	51,700	73,500
Prepaid expenses and other assets	2,089,998	-	2,089,998	1,562,470
Total current assets	68,785,568	709,166	69,494,734	68,535,687
Contributions receivable, net	-	-	-	5,176
Investments	44,047,276	8,201,512	52,248,788	59,109,970
Investment in unconsolidated affiliates	1,905,644	-	1,905,644	1,997,047
Deposits with trustees	7,469,974	-	7,469,974	5,571,504
Deposits and other assets	441,426	160,038	601,464	615,788
Hedging instrument asset	52,945	-	52,945	-
Property and equipment, net	122,308,846	-	122,308,846	119,923,313
Cash value of life insurance	5,059,794	-	5,059,794	5,739,674
Beneficial interest in assets held by community foundation	1,191,510	11,000	1,202,510	1,407,870
	$ 251,262,983	$ 9,081,716	$ 260,344,699	$ 262,906,029
Liabilities and Net Assets				
Current liabilities				
Note payable, bank	$ 5,853,043	$ -	$ 5,853,043	$ 6,956,704
Current maturities of long-term debt	4,439,905	-	4,439,905	4,527,739
Current maturities of capital lease obligations	115,220	-	115,220	115,220
Accounts payable	12,921,488	-	12,921,488	12,782,077
Accrued and other liabilities	22,588,490	-	22,588,490	20,995,982
Deferred revenue	2,458,714	-	2,458,714	2,979,862
Total current liabilities	48,376,860	-	48,376,860	48,357,584
Advances from the State of Rhode Island	-	-	-	909,130
Note payable, other	-	-	-	10,000,000
Long-term debt, less current maturities	93,753,780	-	93,753,780	86,702,664
Long-term capital lease obligation, less current maturities	317,874	-	317,874	421,217
Hedging instrument liability	-	-	-	347,757
Deferred compensation liability	9,242,929	-	9,242,929	8,540,475
	151,691,443	-	151,691,443	155,278,827
Net assets				
Without donor restrictions				
Undesignated	72,617,298	-	72,617,298	64,362,288
Designated for endowment	26,954,242	-	26,954,242	32,645,853
With donor restrictions	-	9,081,716	9,081,716	10,619,061
	99,571,540	9,081,716	108,653,256	107,627,202
	$ 251,262,983	$ 9,081,716	$ 260,344,699	$ 262,906,029

See accompanying independent auditor's report and notes to combined financial statements.

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SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2022
(With Summarized Financial Information for 2021)

	Without Donor Restrictions	With Donor Restrictions	Totals 2022	Totals 2021
Operating support and revenue:				
Government contracts and fees	$ 342,392,032	$ -	$ 342,392,032	$ 282,243,449
Government grant income	12,244,102	-	12,244,102	-
H.U.D. rental subsidy	423,249	-	423,249	499,693
Private contracts and fees	5,503,190	-	5,503,190	2,849,073
Trainee production	169,135	-	169,135	11,003
Rent, vending, service fees	6,387,872	-	6,387,872	6,161,411
Interest income	40,597	-	40,597	271,109
Net investment return (loss) for operations	(883,162)	-	(883,162)	3,170,227
Contributions	2,416,071	50,000	2,466,071	1,204,813
Grants	2,580,890	-	2,580,890	3,194,330
Cafeteria	107,665	-	107,665	39,149
Gain on sale of property and equipment	47,400	-	47,400	143,085
Other	3,069,656	-	3,069,656	2,908,979
Total support and revenue	374,498,697	50,000	374,548,697	302,696,321
Operating expenses:				
Program services				
Residential services	97,468,840	-	97,468,840	85,113,197
Family support	28,541,244	-	28,541,244	26,457,604
Vocational services	8,620,340	-	8,620,340	7,592,132
Nursing home services	20,419,468	-	20,419,468	17,513,792
Community services - Massachusetts	4,041,370	-	4,041,370	4,048,326
Community services - Rhode Island	24,993,216	-	24,993,216	22,693,156
Rental property operations	567,718	-	567,718	523,368
Children services	114,116,435	-	114,116,435	73,399,700
School services	16,948,754	-	16,948,754	14,006,315
Clinical services	26,820,065	-	26,820,065	23,596,897
Global outreach	210,127	-	210,127	218,586
Open door arts	515,636	-	515,636	421,547
Total program services	343,263,213	-	343,263,213	275,584,620
Supporting services				
Management and general	22,911,855	-	22,911,855	19,988,623
Fundraising	132,736	-	132,736	95,905
Total expenses	366,307,804	-	366,307,804	295,669,148
Change in net assets from operations	8,190,893	50,000	8,240,893	7,027,173
Non-operating revenue:				
Contributions restricted for capital purposes	-	47,535	47,535	83,917
Investment return (loss), net of amounts considered for operations	(5,691,611)	(1,582,905)	(7,274,516)	9,054,313
Unrealized gain on hedging instrument	400,702	-	400,702	200,973
Loss on extinguishment of debt	(388,560)	-	(388,560)	-
Net assets released from restrictions:				
Satisfaction of purpose restrictions	51,975	(51,975)	-	-
Change in net assets	2,563,399	(1,537,345)	1,026,054	16,366,376
Net assets, beginning of year	97,008,141	10,619,061	107,627,202	91,260,826
Net assets, end of year	$ 99,571,540	$ 9,081,716	$ 108,653,256	$ 107,627,202

See accompanying independent auditor's report and notes to combined financial statements.

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SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2022
(With Summarized Financial Information for 2021)

	Program Services							
	Residential Services	Family Support	Vocational Services	Nursing Home	Community Services - MA	Community Services - RI	Rental Property Operations	Children Services
Staff payroll	$ 67,290,246	$ 10,157,611	$ 4,565,747	$ 13,317,414	$ 2,341,925	$ 14,156,736	$ -	$ 4,639,894
Trainee payroll	-	-	136,111	-	-	-	-	-
Payroll taxes	5,386,176	815,011	366,776	1,066,003	184,100	1,073,790	-	367,483
Employee benefits	6,516,529	884,112	563,294	1,310,134	334,087	2,776,543	-	507,296
Occupancy	4,416,428	460,407	882,589	1,020,371	327,860	869,762	219,634	529,032
Telephone, cable, internet	807,459	86,899	132,413	17,730	55,170	162,332	13,375	65,725
General insurance	300,354	96,011	85,861	142,422	99,538	119,232	19,371	74,121
Office and operating supplies	508,435	86,448	104,018	1,459,564	158,672	346,238	19,124	82,049
Supplies and testing	7,943	386	2,805	289,368	312	23,842	468	1,331
Dues and subscriptions	19,433	17,755	11,022	98	329	43,521	520	1,125
Printing and postage	4,786	33,905	4,979	6	3,754	8,699	781	15,573
Advertising	-	173,694	10,136	11,550	-	415	211	-
Legal and audit	-	336	-	-	-	45,303	-	-
Client transportation	1,984,694	205,607	635,770	30,638	96,911	321,634	-	39,868
Specialized home care	155,064	11,584,031	154,843	184,564	221,975	1,295,385	-	1,024,662
Clinical consultants	3,149,934	1,648,900	-	467,474	-	112,369	-	-
Purchased services	-	-	-	323,753	-	2,914,098	830	-
Family support	339,879	1,671,821	390	-	58,501	50,079	-	106,285,732
Staff training	9,749	52,941	1,006	2,724	2,885	12,453	4	4,724
Event expenses	-	-	-	-	-	-	-	-
Cafeteria and food	2,345,289	1,829	120,151	310,314	857	9,891	-	150,752
Interest	2,059,344	121,676	336,506	179,905	27,102	43,393	128,420	99,930
Taxes	-	-	-	-	-	-	-	-
Bad debt expense	7,984	-	-	-	2,496	225,000	-	-
Fees	257,904	39,606	27,942	5,539	11,632	136,141	4,321	20,981
Other	72,905	162,163	8,025	1,635	18,468	29,116	2,438	6,489
Total before depreciation	95,640,535	28,301,149	8,150,384	20,141,206	3,946,574	24,775,972	409,497	113,916,767
Depreciation	1,828,305	240,095	469,956	278,262	94,796	217,244	158,221	199,668
	$ 97,468,840	$ 28,541,244	$ 8,620,340	$ 20,419,468	$ 4,041,370	$ 24,993,216	$ 567,718	$ 114,116,435

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Program Services					Management and General	Fundraising	Totals	
School Services	Clinical Services	Global Outreach	Open Door Arts	Total			2022	2021
$ 9,211,936	$ 17,112,833	$ -	$ 392,152	$ 143,186,494	$ 7,214,909	$ -	$ 150,401,403	$ 131,186,144
-	-	-	-	136,111	-	-	136,111	25,353
732,242	1,347,873	-	32,672	11,372,126	536,531	-	11,908,657	10,823,631
1,080,708	2,026,408	-	11,348	16,010,459	2,553,614	-	18,564,073	18,879,262
1,203,893	1,999,201	711	47,211	11,977,099	1,302,961	150	13,280,210	11,915,390
55,985	258,521	-	2,596	1,658,205	291,351	-	1,949,556	2,193,033
435,890	491,617	3,956	-	1,868,373	258,966	-	2,127,339	1,935,319
210,530	254,103	7,776	5,561	3,242,518	341,441	-	3,583,959	3,494,581
8,578	557	-	-	335,590	1,058,512	-	1,394,102	3,419,650
31,495	24,977	-	1,581	151,856	400,949	-	552,805	457,142
5,042	26,632	529	241	104,927	127,298	-	232,225	211,515
415	24,871	-	-	221,292	265,708	-	487,000	478,918
-	-	-	-	45,639	386,187	-	431,826	372,643
192,985	297,137	8,511	699	3,814,454	584,387	-	4,398,841	3,643,116
149,085	963,057	868	20,830	15,754,364	1,466,389	-	17,220,753	15,611,911
2,123,950	930,863	-	-	8,433,490	58,543	-	8,492,033	4,322,397
10,032	-	-	-	3,248,713	-	-	3,248,713	2,319,790
24,173	-	-	-	108,430,575	69	-	108,430,644	68,125,253
19,493	41,561	-	30	147,570	939,068	-	1,086,638	781,802
-	-	-	-	-	-	132,586	132,586	96,404
505,856	250,012	-	160	3,695,111	471	-	3,695,582	3,335,477
357,462	81,909	-	-	3,435,647	869,262	-	4,304,909	3,783,413
-	6,988	-	-	6,988	1,538,072	-	1,545,060	20,970
10,000	160,855	-	-	406,335	10,000	-	416,335	257,812
40,161	106,398	-	185	650,810	931,189	-	1,581,999	1,413,730
63,540	111,844	187,776	370	664,769	681,460	-	1,346,229	1,158,383
16,473,451	26,518,217	210,127	515,636	338,999,515	21,817,337	132,736	360,949,588	290,263,039
475,303	301,848	-	-	4,263,698	1,094,518	-	5,358,216	5,406,109
$ 16,948,754	$ 26,820,065	$ 210,127	$ 515,636	$ 343,263,213	$ 22,911,855	$ 132,736	$ 366,307,804	$ 295,669,148

See accompanying independent auditor's report and notes to combined financial statements.

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SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINED STATEMENT OF CASH FLOWS

YEAR ENDED JUNE 30, 2022
(With Summarized Financial Information for 2021)

	2022	2021
Cash flows from operating activities:		
Change in net assets	$ 1,026,054	$ 16,366,376
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Bad debt expense	416,335	257,812
Depreciation and amortization	5,364,066	5,411,959
Amortization of debt issuance costs	199,197	202,477
Amortization of bond premium	(352,083)	(215,651)
Equity in (earnings) loss of unconsolidated affiliates	(29,531)	167,047
Change in discount and allowance on contributions receivable	(24,724)	(105,000)
Unrealized gain on hedging instrument	(400,702)	(200,973)
Net investment (gains) losses	10,161,806	(11,094,425)
Gain on sale of property and equipment	(47,400)	(143,085)
Change in beneficial interest in assets held by community foundation	205,360	(346,576)
Contributions restricted for purchases of property and equipment	(47,535)	(83,917)
Non-cash contributions	-	(121,580)
Deferred compensation expense	702,454	920,776
Gain on extinguishment of note payable, other	(10,000,000)	-
Loss on extinguishment of long-term debt	388,560	-
Decrease (increase) in operating assets:		
Accounts receivable	(2,100,790)	(3,969,015)
Contributions receivable	(8,576)	57,000
Prepaid expenses and other assets	(527,528)	(166,899)
Increase in operating liabilities:		
Accounts payable	139,411	5,277,440
Accrued and other liabilities	1,592,508	7,288,086
Deferred revenue	(521,148)	1,537,070
	5,109,680	4,672,546
Net cash provided by operating activities	6,135,734	21,038,922
Cash flows from investing activities:		
Payments for purchases of investments	(23,687,449)	(23,325,958)
Proceeds from sale and maturities of investments	20,386,825	20,105,269
Net proceeds from in unconsolidated affiliates	120,934	104,780
Decrease in deposits and other assets	8,474	26,784
Expenditures for property and equipment	(7,744,628)	(3,084,601)
Proceeds from sale of property and equipment	48,279	3,517,333
(Increase) decrease in cash value of life insurance	679,880	(1,380,355)
Net cash used in investing activities	(10,187,685)	(4,036,748)
Cash flows from financing activities:		
Net repayments on advances from the State of Rhode Island	(909,130)	(43,405)
Net proceeds (payments) from note payable, bank	(1,103,661)	1,689,454
Principal payments on capital lease obligations	(103,343)	(1,140)
Proceeds from issuance of long-term debt	46,174,119	-
Principal payments of long-term debt	(39,005,202)	(9,291,536)
Expenditures for loan acquisition costs	(441,309)	-
Proceeds from note payable, other	-	10,000,000
Contributions received for capital purchases	107,811	208,917
Net cash provided by financing activities	4,719,285	2,562,290
Net increase in cash, cash equivalents, and restricted cash	667,334	19,564,464
Cash, cash equivalents, and restricted cash beginning of year	36,302,906	16,738,442
Cash, cash equivalents, and restricted cash end of year	$ 36,970,240	$ 36,302,906

See accompanying independent auditor's report and notes to combined financial statements.

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1 - DESCRIPTION OF ORGANIZATION

Seven Hills Foundation and Affiliates has contracts with the Commonwealth of Massachusetts and the State of Rhode Island to provide an array of health services and clinical support to children and adults challenged by emotional, behavioral, cognitive, physical or developmental disabilities.

The combined financial statements include the accounts of Seven Hills Foundation and the following affiliates which are under common control: Seven Hills Holding Corp, Inc.; Seven Hills Family Services, Inc.; Seven Hills Aspire, Inc.; Seven Hills Community Services, Inc.; Seven Hills Clinical Associates, Inc.; Seaside Education Associates, Inc.; Seven Hills Disability Resources & Advocacy, Inc.; Children's Aid & Family Service, Inc.; Seven Hills Pediatric Center, Inc.; Seven Hills Behavioral Health, Inc.; Seven Hills Global Outreach, Inc.; Seven Hills Rhode Island, Inc.; Seven Hills Neurocare, Inc.; Individual & Family Support Centers, Inc.; Stetson School, Inc.; Stetson Home; WAARC Realty; Seven Hills New Jersey, Inc.; Open Door Arts; Children's Friend, Inc.; Family Service Organization of Worcester, Inc.; and Youth Opportunities Upheld, Inc. (hereinafter collectively referred to as the "Foundation"). All material intercompany balances and transactions have been eliminated in combination.

2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Foundation prepares its combined financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for not-for-profit entities. The significant accounting and reporting policies used by the Foundation are described subsequently to enhance the usefulness and understandability of the combined financial statements.

Summarized comparative information

The combined 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 accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended June 30, 2021, from which the summarized information was derived.

Basis of accounting

The combined financial statements have been prepared on the accrual method of accounting. Accordingly, assets are recorded when the Foundation obtains the rights of ownership or is entitled to claims for receipt, and liabilities are recorded when the obligation is incurred.

Accounting estimates

The preparation of the combined financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the combined financial statements. On an ongoing basis, the Foundation's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Foundation's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

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2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets

The combined financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Net assets without donor restrictions - Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of the Foundation, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. In addition, the governing board of the Foundation may elect to designate such resources for specific purposes. This designation may be removed at the board's discretion.

Net assets with donor restrictions - Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the Foundation must continue to use the resources in accordance with the donor's instructions.

The Foundation's unspent contributions are included in this class if the donor limited their use, as are its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the combined financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of buildings or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Foundation, unless the donor provides more specific directions about the period of its use.

Classification of transactions

All revenues and net gains are reported as increases in net assets without donor restrictions in the combined statement of activities unless the donor specified the use of the related resources for a particular purpose or in a future period. All expenses and net losses other than losses on endowment investments are reported as decreases in net assets without donor restrictions. Net gains on endowment investments increase net assets with donor restrictions, and net losses on endowment investments reduce that net asset class.

Cash

The Foundation maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Foundation has not experienced any losses in such accounts. The Foundation believes it is not exposed to any significant credit risk on cash and cash equivalents.

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2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts receivable

Accounts receivable are primarily unsecured non-interest-bearing amounts due from agencies and grantors on cost reimbursement or performance contracts. The reserve for uncollectible accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received.

Contributions receivable

Contributions receivable are unconditional promises to give that are recognized as contributions when the promise is received. Contributions receivable that are expected to be collected in less than one year are reported at net realizable value. Contributions receivable that are expected to be collected in more than one year are recorded at fair value at the date of promise. That fair value is computed using a present value technique applied to anticipated cash flows. Amortization of the resulting discount is recognized as additional contribution revenue. The allowance for uncollectible contributions receivable is determined based on management's evaluation of the collectability of individual promises. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed.

Investments

Investments are reported at fair value. Alternative investments which do not have readily determinable fair values are carried at estimated fair values using the net asset value per share of the investment as reported by the investment managers. The Foundation reviews and evaluates the net asset values reported by the investment managers and has determined that the net asset values are calculated in a manner consistent with the measurement principles of FASB ASC Topic 946 as of the statement of financial position date. Those estimated fair values may differ significantly from the values that would have been used had a ready market for these securities existed.

The net investment return is reported in the statement of activities as increases or decreases in net assets without donor restriction unless its use is restricted by explicit donor stipulations or by law.

Endowment funds

The Foundation's endowment consists of both individual donor restricted funds and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board to function as endowments, are classified and reported based on the existence or absence of donor-imposed or legal restrictions. Endowment funds include invested gifts and cash.

As required by generally accepted accounting principles, the Foundation classifies as donor restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified as non-expendable net assets is classified as expendable net assets until those amounts are appropriated for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by state law.

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2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Endowment funds (continued)

In accordance with the Uniform Prudent Management of Institutional Funds Act, the Foundation may consider the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the Foundation and the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources of the Foundation; and the investment policies of the Foundation.

The Foundation has adopted investment and spending policies for its board-designated and other endowment assets that attempt to provide a predictable stream of funding for its programs while seeking to maintain the purchasing power of the endowment assets. Under this policy, as approved by the Board, the endowment assets are invested in such a manner that the investments will provide a spendable return consistent with a long-term goal of preserving the funds in real terms. Actual returns in any given year may vary from this amount.

The Stetson Home affiliate has a spending policy of appropriating for distribution each year 7% of its beginning of the year restricted balances. Amounts appropriated for expenditure were $295,410 and $248,489 in 2022 and 2021, respectively.

The Children's Friend, Inc. affiliate has a spending policy of appropriating for distribution each year 5% of the endowment fund's twelve quarter moving average of market value, calculated quarterly. There were no withdrawals for appropriation in 2022 and 2021.

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest, dividends and net rental income). The Foundation has invested in debt and equity securities that target a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor imposed restrictions require the Foundation to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2022 and June 30, 2021.

Investment in unconsolidated affiliates

The Foundation has varying levels of investments in Group 7 Design, Inc., Empirical Asset Management, LLC, Wellesley/Front, LLC, Honeydrop, Inc., SCIREH Three, LLC, Harding Green, LLC Mercantile Ventures, LLC, and Franklin Realty Advisors, LLC which are accounted for by the equity method.

Property and equipment

Property and equipment are reported in the combined statement of financial position at cost, if purchased, and at fair value at the date of donation, if donated. All land and buildings are capitalized. Equipment is capitalized if it has a cost of $5,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets.

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2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Impairment of long-lived assets and long-lived assets to be disposed of

Long-lived assets and certain identifiable intangibles are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. No impairment losses were recognized in the financial statements in the current period.

Unamortized debt issuance costs

Debt issuance costs, which represent fees and other costs associated with obtaining long-term financing, are being amortized on a straight-line basis, which approximates the level yield method, over the terms of the related debt obligations. Debt issuance costs will be amortized at a monthly rate ranging from $14,367 to $1,383 through September, 2051. Long-term debt is presented net of unamortized debt issuance costs on the statement of financial position.

Hedging instrument

Hedging instruments, including interest rate swap agreements, are recorded on the statement of financial position as either assets or liabilities measured at their fair value. All changes in the fair value of hedging instruments are recognized currently in the combined statement of activities.

Rent, vending, service fees

Rental income represents amounts received from residents of residential homes. Vending income represents amounts received under the vocational services program. Service fees represents amounts received under the respite care, and various day programs.

Contributions, gifts and grants

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as restricted until the payment is due, unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-kind contributions

The Foundation receives contributions in a form other than cash or investments. If material, donated supplies and other items are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed. If the Foundation receives a contribution of land, buildings, or equipment, the contributed asset is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Foundation's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use.

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2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Gifts-in-kind contributions (continued)

Four residential programs and the one day program operated by Seven Hills Rhode Island are located in buildings owned by the State of Rhode Island and are provided to Seven Hills Rhode Island at no cost. The estimated value of this space ($386,400 for the period ended June 30, 2022 and 2021) has been recorded in the combined statement of activities as both a revenue and expense item.

The Foundation received one office condominium contribution during 2021. The fair value at the time of the contribution has been recorded in the combined statement of activities as contributions and in the statement of financial position as property and equipment.

The Foundation benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Foundation's program operations and in its fund-raising events. However, none of the contributed services met the criteria for recognition in financial statements.

Contract and grant revenue

Contract and grant revenue is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Contract and grant revenue from federal and state agencies is subject to independent audit under the Office of Management and Budget's audit requirements for federal awards or state audit requirements for state awards and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Foundation's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Foundation.

Expense recognition and allocation

The cost of providing the Foundation's programs and other activities is summarized on a functional basis in the combined statement of activities and combined statement of functional expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited using a reasonable allocation method that is consistently applied, as follows:

- Salaries and wages, benefits, and payroll taxes are allocated based on activity reports prepared by key personnel.
- Occupancy, depreciation, and amortization, and interest are allocated on a square foot basis dependent on the programs and supporting activities occupying the space.
- Telephone and internet services, insurance, and supplies and miscellaneous expenses that cannot be directly identified are allocated on the same basis as occupancy for each program and supporting activity.

Management periodically evaluates the basis on which costs are allocated.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Foundation.

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2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense recognition and allocation (continued)

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years. The Foundation generally does not conduct its fundraising activities in conjunction with its other activities. In the few cases in which it does, joint costs have been allocated between fundraising and general and administrative expenses in accordance with standards for accounting for costs of activities that include fundraising. Additionally, advertising costs are expensed as incurred. Advertising expense was $487,000 and $478,918 in 2022 and 2021, respectively.

Tax-exempt status

The Foundation is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (IRC), though it would be subject to tax on income unrelated to its exempt purposes (unless that income is otherwise excluded by the IRC). Contributions to the Foundation are tax deductible to donors under Section 170 of the IRC. The Foundation is not classified as a private foundation.

Management annually reviews for uncertain tax positions along with any related interest and penalties and believes that the Foundation has no uncertain tax positions that would have a material adverse effect, individually or in the aggregate upon the Foundation's statement of financial position, or related statement of activities or cash flows.

The Foundation files income tax returns in the U.S. federal jurisdiction. The Foundation is no longer subject to U.S. federal income tax examinations by tax authorities for years before 2019.

The State of Rhode Island imposes a Health Care Provider Tax at a rate of 6% of Medicaid revenues. This tax is included in other expense on the combined statement of functional expenses. The amounts paid by the Foundation for this tax are reimbursed by Medicaid funds.

Measure of operations

In its statement of activities, the Foundation includes in its definition of *operations* all revenues and expenses that are an integral part of its programs and supporting activities. The Foundation's investment return from endowment contributions received for capital purpose, contributions associated with mergers, and the changes in the fair values of interest rate swap agreements are recognized as non-operating activities.

Recent accounting pronouncement

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, Leases. The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of operations.

The new standard is effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available.

The Foundation expects that upon adoption, it will recognize ROU assets and lease liabilities and that the amounts will be material.

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3 - RISKS AND UNCERTAINTIES

The COVID-19 pandemic, whose effects first became known in January 2020, is having a broad impact on commerce and financial markets around the world. The United States and global markets experienced significant volatility in value resulting from uncertainty caused by the pandemic. The Foundation is closely monitoring its liquidity and is actively working to minimize the impact of this situation. The extent of the impact of COVID-19 on the Foundation's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak and its impacts on the Foundation's clients, employees, and vendors, all of which at present, cannot be determined. Accordingly, the extent to which COVID-19 may impact the Foundation's financial position, changes in net assets and cash flows is uncertain and the accompanying combined financial statements include no adjustments relating to the effects of this pandemic.

Additionally, it is reasonably possible that estimates made in the financial statements may be materially and adversely impacted in the near term as a result of these conditions, including the allowances for uncollectible accounts and contributions receivable, and the valuation of investments and beneficial interests in trusts. See footnote 25 for additional risks regarding the Foundation's investments.

4 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2022 and 2021 are:

	2022	2021
Financial assets		
Cash	$ 25,807,777	$ 29,283,170
Deposits with trustees	12,635,013	8,492,286
Accounts receivable, net	36,380,220	34,695,765
Contributions receivable, net	51,700	78,676
Investments	52,248,788	59,109,970
Beneficial interest in assets held by community foundation	1,202,510	1,407,870
Total financial assets	128,326,008	133,067,737
Less: Financial assets held to meet donor-imposed restrictions		
Purpose-restricted net assets	450,791	378,255
Donor-restricted endowment funds, net of approximately $235,000 and $295,000 appropriated for expenditures in 2023 and 2022, respectively.	8,344,225	9,867,130
Contributions receivable	51,700	78,676
Less: Financial assets not available within one year		
Deposits with trustees	12,635,013	8,492,286
Board-designated endowment fund	26,954,242	32,645,853
Amount available for general expenditures within one year	$ 79,890,037	$ 81,605,537

The above table reflects the board-designated funds as unavailable because it is the Foundation's intention to retain those resources for the long-term support of the Foundation. Note 12 provides more information about those funds and about the spending policy for board-designated funds.

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4 - LIQUIDITY AND AVAILABILITY (Continued)

The Foundation regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Further, the Foundation anticipates collecting sufficient revenue to cover general expenditures. Refer to the statement of cash flows, which identifies the sources and uses of the Foundation's cash and shows positive cash flows from operations for 2022 and 2021. As part of its liquidity management plan, the Foundation maintains a line of credit of $10,000,000 to cover short-term cash needs. The available balance to draw on this line of credit was $4,146,957 and $3,043,296 as of June 30, 2022 and 2021, respectively.

5 - DEPOSITS WITH TRUSTEES

Deposits with trustees are held in various escrow accounts and are available for the following purposes:

	2022	2021
Current		
Future debt service	$ 5,165,039	$ 2,920,782
Long-term		
Future debt service	7,469,974	5,571,504
	$ 12,635,013	$ 8,492,286

Deposits with trustees are carried at fair value, which approximates cost, and are composed of the following:

	2022	2021
Cash and cash equivalents	$ 11,162,463	$ 7,019,736
U.S. Government bonds	1,472,550	1,472,550
	$ 12,635,013	$ 8,492,286

6 - CONTRIBUTIONS RECEIVABLE

Payments of contributions receivable are expected to be received as follows:

	2022	2021
Receivable in less than one year	$ 51,700	$ 86,000
Receivable in one to five years	-	17,400
Total contributions receivable	51,700	103,400
Less: Unamortized discount	-	(12,224)
Allowance for contributions receivable	-	(12,500)
	$ 51,700	$ 78,676

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7 - INVESTMENTS

Investments are included in the following classes of net assets:

	2022	2021
With donor restrictions		
Donor restricted endowment funds	$ 8,579,225	$ 10,162,130
Without donor restrictions		
Board-designated endowment funds	26,954,242	32,645,853
Undesignated	16,715,321	16,301,987
	$ 52,248,788	$ 59,109,970

Investments are composed of the following:

	2022		2021	
	Carrying Value	Fair Value	Carrying Value	Fair Value
U.S. government bonds	$ 3,454,910	$ 1,174,379	$ 2,671,576	$ 2,696,473
Corporate bonds	2,338,787	3,925,927	2,592,520	2,610,324
Municipal bonds	569,249	540,061	558,265	660,787
Mutual funds	31,787,124	33,611,203	29,852,524	40,297,247
Real estate investment trusts	-	-	16,391	17,460
Common stock	6,714,637	6,421,581	3,184,546	4,275,957
Cash and money market accounts	1,235,607	1,235,607	2,128,428	2,128,428
Exchange traded funds	3,646,784	4,059,333	4,515,038	5,745,455
Partnership - Hedge funds	1,280,697	1,280,697	677,966	677,839
	$ 51,027,795	$ 52,248,788	$ 46,197,254	$ 59,109,970

Net investment return (loss) is composed of the following:

	2022	2021
Interest and dividend income	$ 2,134,889	$ 1,248,386
Net investment gains (losses)	(10,161,806)	11,094,425
Investment fees	(130,761)	(118,271)
	(8,157,678)	12,224,540
Less: Amounts appropriated for operations	2,162,064	3,170,227
Investment return, net of amount appropriated for operations	$(10,319,742)	$ 9,054,313

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8 - ENDOWMENT ASSETS

Endowment assets include donor restricted and Board-designated funds. Changes in endowment assets for the year ended June 30, 2022 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Beginning of year	$ 32,645,853	$ 10,162,130	$ 42,807,983
Investment return:			
Interest and dividends, net of fees	965,589	249,555	1,215,144
Net investment gains	(4,790,546)	(1,537,050)	(6,327,596)
Total investment return	(3,824,957)	(1,287,495)	(5,112,452)
Appropriation for expenditure	(1,866,654)	(295,410)	(2,162,064)
End of year	$ 26,954,242	$ 8,579,225	$ 35,533,467

9 - BENEFICIAL INTEREST IN ASSETS HELD BY COMMUNITY FOUNDATION

The Foundation established two funds with the Greater Worcester Community Foundation (GWCF). These funds encourage donations from individuals, organizations, estates and trusts in addition to contributions by the Foundation. GWCF acts as custodian of the funds, and funds can only be expended by the Foundation if approved by both the Foundation's Board of Directors and GWCF's Board of Directors.

The Foundation does not have control over, or legal ownership of, these funds. However, an asset representing the fair value of these funds has been recorded in without donor restricted assets as the Foundation has the irrevocable right to its share of annual income earned on these assets.

As of June 30, 2022 and 2021, the estimated fair value of the funds held by GWCF on behalf of the Foundation was $1,202,510 and $1,407,870, respectively. Changes in the estimated value of the funds are included in the statement of activities.

10 - PROPERTY AND EQUIPMENT

Property and equipment, together with estimated useful lives, consists of the following:

	Estimated Useful Lives	2022	2021
Land	-	$ 19,735,574	$ 19,067,228
Buildings and improvements	20 - 40 years	156,393,600	153,445,342
Furniture and equipment	3 - 20 years	19,149,630	18,015,410
Motor vehicles	5 years	2,173,323	2,199,052
Construction in progress	-	5,431,974	2,438,172
		202,884,101	195,165,204
Less: Accumulated depreciation and amortization		80,575,255	75,241,891
		$ 122,308,846	$ 119,923,313

Depreciation expense was $5,358,216 and $5,406,109 in 2022 and 2021, respectively.

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11 - ADVANCES FROM THE STATE OF RHODE ISLAND

Seven Hills Rhode Island had an agreement with the State of Rhode Island to operate certain residential facilities and day programs. Under this agreement, the State of Rhode Island advanced Seven Hills Rhode Island an amount equivalent to forty-five days funding per client at the agreed-upon per diem rate to provide cash flow for the programs. This advance had been classified as long-term debt as these funds were to be repaid to the State of Rhode Island at the termination of the agreement. However, it was anticipated that the programs will continue to operate and the State of Rhode Island will continue to provide these funds. The agreement was not renewed and the liability was paid back to the State of Rhode Island. The residential facilities and day program continue under a new agreement.

12 - NOTE PAYABLE, BANK

The Foundation has a $15,000,000 revolving credit facility with a bank secured by substantially all assets of the Foundation. Interest is charged at the SOFR lending rate (4.75% as of June 30, 2022). The line of credit is available through March, 2023, at which time the terms and conditions of the line of credit will be reviewed. The balance outstanding on this line of credit was $5,853,043 and $6,954,704 as of June 30, 2022 and 2021, respectively.

13 - LONG-TERM DEBT

Long-term debt consists of the following:

	2022	2021
Bond notes payable, secured by real estate and cash flows from provider contracts:		
Due in annual installments of principal through September 2039. Interest is due monthly at a weekly rate of interest determined by the remarketing agent for each rate period to be the lowest rate on the basis of prevailing financial market conditions during the life of the obligation. A letter of credit securing this note expired May 2022. This note was paid in full in 2022.	$ -	$ 7,039,923
Due in annual installments of principal through September 2039. Interest is due monthly at a weekly rate of interest determined by the remarketing agent for each rate period to be the lowest rate on the basis of prevailing financial market conditions during the life of the obligation. A letter of credit securing this note expired May 2022. This note was paid in full in 2022.	-	3,229,962
Due in varying annual installments of principal with lump sum due December 2041. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% (1.105% as of June 30, 2022) during the life of the obligation.	5,069,534	5,294,123
Due in varying monthly payments of $42,694, plus interest at variable rates through November 2024. Principal payments increase by approximately 5.50% annually through November 2024.	2,151,484	2,965,336
Due in annual installments of principal through May 2042. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% during the life of the obligation. This note was paid in full in 2022.	-	824,635

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13 - LONG-TERM DEBT (Continued)

	2022	2021
Due in annual installments of principal through June, 2043. Interest is due monthly at 76% of the sum of the 30-Day LIBOR rate plus 2.00% during the life of the obligation. This note was paid in full in 2022.	$ -	$ 928,664
Due in varying annual installments of principal through September, 2045. Interest is due semi-annually at rates increasing from 3.039% to 5.00% during the life of the obligation.	41,015,000	42,110,000
Due in varying annual installments of principal through September, 2045. Interest is due semi-annually at rates increasing from 3.039% to 5.00% during the life of the obligation.	2,647,157	3,532,157
Due in annual installments of principal through October, 2047. Interest is due monthly at a fixed rate of 3.24% through October 2022. Interest rate will be adjusted December 2022 and every five years to a commensurate rate. This note was paid in full in 2022.	-	18,124,297
Due in varying annual installments of principal through September, 2051. Interest is due semi-annually at rates increasing from 3.00% to 5.00% during the life of the obligation.	30,220,000	-
Borrowings under construction credit facility. Due in monthly installments of $6,642 including interest at 9.00% through August 2032.	529,697	560,221
Non-interest bearing contingent loans from various sources to assist in development of housing projects, generally not required to be repaid unless the project fails to comply with the conditions of the loan. It is the intention of the Board of Directors and management to maintain the property as required. Loans are due at varying maturities through June 2037.	2,254,093	2,254,093
Notes payable:		
Note payable, bank, due in monthly installments of $35,035, including interest at 3.60% through May, 2034, secured by mortgage of certain buildings. In August 2020, the Foundation sold a certain building. Proceeds were used to pay off certain long-term debt in the amount of $4,537,511. This note was paid in full in 2022.	-	1,051,489
Note payable, bank, due in monthly installments of $4,284 including interest at 4.55%, through June, 2034, secured by certain buildings. This note was paid in full in 2022.	-	501,809
Note payable, bank, secured by mortgage of certain buildings, due in monthly installments of principal commencing July, 2020 of $17,715 through June, 2023, at which time the loan is due in full. Interest is LIBOR plus 2.00%. This note was paid in full in 2022.	-	3,821,420
Note payable, bank, due in monthly installments of $4,284 including interest at 4.55%, through June, 2034, secured by certain buildings. This note was paid in full in 2022.	-	501,809
Note payable, bank, secured by mortgage of certain buildings, due in monthly installments of principal commencing July, 2020 of $17,715 through June, 2023, at which time the loan is due in full. Interest is LIBOR plus 2.00%. This note was paid in full in 2022.	-	3,821,420

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13 - LONG-TERM DEBT (Continued)

	2022	2021
Note payable, bank, due in monthly installments of $5,290 including interest at 5.32%, through June, 2032.	$ 490,000	$ -
Note payable, bank, due in monthly installments of $96,802 including interest at 3.13%, through September, 2031.	9,315,962	-
Note payable, bank, due in monthly installments of $10,532 including interest at 5.021%, through June, 2042.	1,617,008	-
	95,309,935	92,238,129
Unamortized bond premiums	5,259,405	1,514,376
Current maturities of long-term debt	(4,439,905)	(4,527,739)
Unamortized debt issuance costs	(2,375,655)	(2,522,104)
	$ 93,753,780	$ 86,702,662

In connection with certain bond and note payable agreements, the Foundation has agreed to various restrictive covenants.

Maturities of long-term debt in subsequent years are as follows:

2023	$ 4,439,905
2024	4,761,497
2025	4,274,941
2026	4,664,728
2027	4,671,625
Thereafter	75,380,989
	$ 98,193,685

14 - HEDGING INSTRUMENT

The Foundation maintains an interest-rate risk-management strategy that uses derivative instruments to minimize significant, unanticipated earnings fluctuations caused by interest-rate volatility.

The Foundation entered into an interest rate swap agreement related to certain long-term debt. The swap is utilized to manage interest rate exposures and are designated as a highly effective cash flow hedges. The differential to be paid or received on the swap agreement is accrued as interest rates change and is recognized over the life of the agreement in interest expense. The remaining swap agreement is as follows:

Notional Amount	Interest Rate	Expiration Date	Asset Value
$ 6,058,841	1.886%	November, 2025	$ 52,945

Included in combined statement of activities is an unrealized gain of $400,702 and $200,973 relating to the change in fair value of the swap agreement for the years ended June 30, 2022 and 2021, respectively.

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15 - DEFERRED COMPENSATION LIABILITY AND LIFE INSURANCE

The Foundation has deferred compensation agreements providing benefits to certain key employees commencing at retirement. Deferred compensation expense related to these agreements was $222,552 and $217,596 in 2022 and 2021, respectively. These amounts are required to accrue the present value of benefits at retirement.

The Foundation may make discretionary contributions to the 457(f) plan. The Foundation recorded deferred compensation expense related to the 457(f) plan of $719,197 and $703,180 in 2022 and 2021, respectively.

The Foundation is the owner and beneficiary of life insurance policies covering certain members of management. The policies had an aggregate cash surrender value of $5,059,794 and $5,739,674 at June 30, 2022 and 2021, respectively.

16 - NET ASSETS WITHOUT DONOR RESTRICTIONS

The board has designated certain assets as reserved for endowment purposes. All spending from these reserves must be approved by the governing board. See note 2 for spending policy of the endowment.

17 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes or periods:

	2022	2021
Purpose restrictions, available for spending		
Capital campaign	$ 396,083	$ 348,549
BRACE	9,789	9,787
PPT program	8,000	8,000
Therapeutic program	25,000	-
Other	11,919	11,919
Total purpose restricted net assets	450,791	378,255
Time restrictions		
Contributions receivable, which are unavailable for spending until due, some of which are also subject to purpose restrictions	51,700	78,676
Endowment funds, which must be appropriated by the Board of Directors before use		
Children's Aid and Family Services operating activities (original amount of $216,713)	216,713	216,713
Academic and residential program support (original amount of $355,263)	3,359,813	4,220,147
Children's Friend operating activities (original amount of $3,492,117)	4,841,699	5,564,270
Dynamy fund (original gifts of $11,000)	11,000	11,000
Cottage Hill Academy (original gifts of $150,000)	150,000	150,000
Total endowment funds managed by the Foundation	8,579,225	10,162,130
Total net assets with donor restrictions	$ 9,081,716	$ 10,619,061

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17 - NET ASSETS WITH DONOR RESTRICTIONS (Continued)

During 2022 and 2021, net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of other events specified by donors as follows:

	2022	2021
Purpose restrictions:		
Operating:		
Operating activities	$ -	$ 57,000
Treatment fund	-	42,468
PPT Program	-	16,335
Other	-	43,821
	-	159,624
Non-operating:		
Expenditures for property and equipment	51,975	789,016
	$ 51,975	$ 948,640

18 - STATE SURPLUS REVENUE RETENTION

The Commonwealth of Massachusetts has regulations governing the excess of state revenue over expenses for not-for-profit organizations subject to the Division of Purchased Services' Authority. Such a surplus, up to 20% of current year state revenue, shall be retained by the organization for its charitable purposes. If an organization has a surplus in excess of the 20% rule, the Commonwealth may stipulate the use of such excess by the Foundation, request the return of the surplus to the state, or reduce state funding in future years. Amounts within the 20% rule are included in net assets. Any amount in excess of these rules is owed to the Commonwealth. Through June 30, 2022, the Foundation did not have surpluses in excess of the 20% rule.

19 - GOVERNMENT GRANT INCOME

In response to the COVID-19 pandemic, the Paycheck Protection Program (PPP) was established under the CARES Act and administered by the SBA. Organizations who met the eligibility requirements set forth by the PPP could qualify for PPP loans. If the loan proceeds are fully utilized to pay qualified expenses, the full principal amount of the PPP loan, along with any accrued interest, may qualify for loan forgiveness, subject to potential reduction based on the level of full-time employees maintained by the organization. In April 2021, the Foundation received a loan of $10,000,000 under the PPP. The loan bears interest at 1.0%, with principal and interest payments deferred for the first six months of the loan. Subsequently, the loan and interest would be paid back over a period of 18 months, if the loan is not forgiven under the terms of the PPP. The Foundation has accounted for loan proceeds under the PPP in accordance with ASC 405, whereby the loan is considered outstanding until the Foundation is legally released from its obligation.

The Foundation believes that its use of the proceeds is consistent with the purposes of the PPP and it will meet the conditions for forgiveness of the balance. These proceeds had not been forgiven as of June 30, 2021 and the loan had been recorded on the combined statement of financial position as a note payable, other. In 2022, the loan was forgiven and is included with government grant income on the combined statement of activities.

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19 - GOVERNMENT GRANT INCOME (Continued)

In September 2020, the Foundation was a recipient of the Provider Relief Funds of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") in the amount of $4,135,898 of which $2,244,102 is recorded as government grant income on the statement of activities for the year ending June 30, 2022 and $0 is recorded as deferred revenue on the statement of financial position as of June 30, 2022.

20 - CONCENTRATION

The Foundation receives a significant portion of its support and revenue from the Commonwealth of Massachusetts, Department of Developmental Services and Department of Early Education and Care. Total support and revenue included the following:

	2022	2021
Department of Developmental Services	$ 109,354,083	$ 104,435,196
Department of Early Education and Care	112,532,901	70,168,201

21 - STATEMENT OF CASH FLOWS

Supplemental disclosure of cash flows information is as follows:

	2022	2021
Cash paid during the year for:		
Interest	$ 3,928,119	$ 3,842,334
Taxes	30,617	-

The Foundation acquired property and equipment and incurred capital lease obligations in the amount of $0 and $537,577 during 2022 and 2021, respectively.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the statement of financial position that sum to the total of the same such amounts shown in the statement of cash flows.

	2022	2021
Cash	$ 25,807,777	$ 29,283,170
Deposits with trustees, cash and cash equivalents	11,162,463	7,019,736
Total cash, cash equivalents, and restricted cash	$ 36,970,240	$ 36,302,906

22 - LEASES

The Foundation leases office equipment, motor vehicles and certain property and equipment under various lease agreements classified as operating or capital leases for financial statement purposes.

Lease expense was $2,530,296 and $2,882,300 in 2022 and 2021, respectively.

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22 - LEASES (Continued)

Future minimum lease payments under these operating leases are as follows:

Year Ending	Capital	Operating
2023	$ 115,220	$ 1,995,230
2024	115,220	1,378,353
2025	115,220	959,832
2026	114,650	826,161
2027	-	701,793
Thereafter	-	1,739,895
Total minimum lease payments	460,310	$ 7,601,264
Less: Amount representing interest at 2.56% to 5.99%	27,216	
Obligations under capital lease	$ 433,094	

23 - RETIREMENT PLAN

The Foundation has a 403(b) retirement plan covering substantially all employees. The Foundation made matching contributions to the plan in the amount of $1,173,167 and $1,374,989 in 2022 and 2021, respectively.

24 - FAIR VALUE MEASUREMENTS

The Foundation reports fair value measures of its assets and liabilities using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by GAAP, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The asset or liability's measurement within the fair value hierarchy is based on the lowest level of input that is significant to the measurement. The three levels of inputs used to measure fair value are as follows:

Level 1: Valuation is based on quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2: Valuation is based on observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Valuation is based on unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

When available, the Foundation measures fair value using level 1 inputs because they generally provide the most reliable evidence of fair value. However, level 1 inputs are not available for many of the assets and liabilities that the Foundation is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

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24 - FAIR VALUE MEASUREMENTS (Continued)

The primary uses of fair value measures in the Foundation's financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable;
- recurring measurement of deposits with trustees;
- recurring measurement of endowment and long-term investments;
- recurring measurement of beneficial interests in assets held by community foundation; and
- recurring measurement of hedging instruments.

Determination of fair value

Following is a description of the valuation methodologies used for items measured at fair value. There have been no changes in the methodologies used during the year ended June 30, 2022.

U.S. Government bonds, corporate and municipal bonds: Determined using contractual cash flows and the interest rate determined by the closing bid price on the last business day of the fiscal year if the same or the obligation with a similar maturity is actively traded.

Mutual funds and real estate investment trusts: Valued at the daily closing price as reported by the securities. Securities held by the Foundation are open-ended funds that are registered with the SEC. These funds are required to publish their net asset value (NAV) and to transact at this price. The securities held by the Foundation are deemed to be actively traded.

Common stock and cash and money market accounts: Valued at the NAV of shares held by the Foundation at year-end. NAV is valued at the closing price reported in the active market in which individual securities are traded.

Exchange traded funds: Determined by the published closing price on the last business date of the fiscal year.

Beneficial interest in assets held by community foundation: The Foundation estimates the fair value based on the value of the original deposits plus allocated income as calculated and reported by Greater Worcester Community Foundation (GWCF). The Foundation has evaluated the valuation policies of GWCF and the reported value of its holdings as of the statement of financial position date and believes that the reported value is reasonable and reflects the value at which the Foundation can redeem its holdings.

Hedging instrument: Valued using both observable and unobservable inputs, such as quotations received from counterparty, dealers or brokers, whenever available and considered reliable. In instances where models are used, the value of the interest rate swap depends upon the contractual terms of, and specific risks inherent in, the instrument as well as the availability and reliability of observable inputs. Such inputs include market prices for reference securities, yield curves, credit curves, measures of volatility, prepayment rates, assumptions for nonperformance risk and correlations of such inputs.

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24 - FAIR VALUE MEASUREMENTS (Continued)

The Foundation's financial assets that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2022 as follows:

There are no financial liabilities that are measured at fair value on a recurring basis using the fair value at June 30, 2022.

	Level 1	Level 2	Level 3	Total
Investments				
U.S. Government bonds	$ -	$ 1,174,379	$ -	$ 1,174,379
Corporate bonds	-	3,925,927	-	3,925,927
Municipal bonds	-	540,061	-	540,061
Mutual funds	33,191,299	-	-	33,191,299
Common stock	6,421,581	-	-	6,421,581
Cash and money market accounts	1,235,607	-	-	1,235,607
Exchange traded funds	4,059,333	-	-	4,059,333
Total investments within the fair value hierarchy	44,907,820	5,640,367	-	50,548,187
Investments measured at net asset value				1,280,697
Total investments				51,828,884
Deposits with trustees				
Cash and cash equivalents	11,162,463	-	-	11,162,463
U.S. Government bonds	-	1,472,550	-	1,472,550
Total deposits with trustees	11,162,463	1,472,550	-	12,635,013
Hedging instrument asset	-	-	52,945	52,945
Beneficial interest in assets held by community foundation	-	-	1,202,510	1,202,510
Total recurring fair value measurements	$ 56,070,283	$ 7,112,917	$ 1,255,455	$ 65,719,352

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24 - FAIR VALUE MEASUREMENTS (Continued)

The Foundation's financial assets that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2021 as follows:

	Level 1	Level 2	Level 3	Total
Investments				
U.S. Government bonds	$ -	$ 2,696,473	$ -	$ 2,696,473
Corporate bonds	-	2,610,324	-	2,610,324
Municipal bonds	-	660,787	-	660,787
Mutual funds	40,297,247	-	-	40,297,247
Real estate investment trusts	17,460	-	-	17,460
Common stock	4,275,957	-	-	4,275,957
Cash and money market accounts	2,128,428	-	-	2,128,428
Exchange traded funds	5,745,455	-	-	5,745,455
Total investments within the fair value hierarchy	52,464,547	5,967,584	-	58,432,131
Investments measured at net asset value				677,839
Total investments				59,109,970
Deposits with trustees				
Cash and cash equivalents	7,019,736	-	-	7,019,736
U.S. Government bonds	-	1,472,550	-	1,472,550
Total deposits with trustees	7,019,736	1,472,550	-	8,492,286
Beneficial interest in assets held by community foundation	-	-	1,407,870	1,407,870
Total recurring fair value measurements	$ 59,484,283	$ 7,440,134	$ 1,407,870	$ 69,010,126

The Foundation's financial liabilities that are measured at fair value on a recurring basis were recorded using the fair value hierarchy at June 30, 2021 as follows:

	Level 1	Level 2	Level 3	Total
Hedging instrument	$ -	$ -	$ (347,757)	$ (347,757)

The Foundation's financial assets that are measured at fair value on a nonrecurring basis were recorded using the fair value hierarchy at June 30, 2021 as follows:

	Level 1	Level 2	Level 3	Total
Noncash contribution of condominium	$ -	$ 121,580	$ -	$ 121,580

There were no transfers between levels or purchases or sales of Level 3 assets during the year.

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24 - FAIR VALUE MEASUREMENTS (Continued)

As disclosed in footnote 2 to the financial statements, the Foundation estimates the fair value of its investments in certain entities using the net asset value per share of the investment. Further information about these investments is presented below.

	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Alternative investments (a)	$ 1,280,697	$ -	Semi-annual	30 - 90 days

(a) This fund invests across primary, secondary, and direct co-investments in an attempt to build a portfolio that is diversified across vintage years as well as segments of the private equity market (buyout, growth equity, venture, and credit). The Fund seeks to deploy capital more quickly than traditional fund of funds portfolios while mitigating the J-curve and limiting fees through the use of secondary and direct investment. The fair value of the investments in this category has been estimated using the net asset value per share of the investments.

25 - CONCENTRATIONS OF RISK

The Foundation's investments are subject to various risks, such as interest rate, credit, and overall market volatility risks. Further, because of the significance of the investments to the Foundation's financial position and the level of risk inherent in most investments, it is reasonably possible that changes in the values of these investments could occur in the near term and such changes could materially affect the amounts reported in the financial statements.

26 - COMMITMENTS AND CONTINGENCY

The Foundation has claims and pending legal proceedings. The proceedings are, in the opinion of management, routine matters incidental to the normal business conducted by the Foundation. In the opinion of management, such proceedings are not expected to have a material adverse effect on the Foundation's financial position, results of operations or cash flows.

The Foundation has signed non-interest bearing facilities consolidation promissory notes with the Community Economic Development Assistance Corporation that are secured by real estate. The terms of the agreements require the Foundation to hold the properties for a period of 30 years. In the event the Foundation disposes of these properties prior to the required timeframe, the entire principal balance(s) will become due.

As of year-end, the Foundation had approximately 155 employees who are represented by Local 5068, United Nurses & Allied Professionals. The Foundation had negotiated a one year contract extension through June 2022.

The contracts with the states have been expended according to their respective terms contained in the agreements and are subject to possible final audit determination by certain governmental agencies. In the opinion of management, the results of such audits, if any, will not have a material effect on the combined financial position of the Foundation as of June 30, 2022, or on the changes in net assets for the year then ended.

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27 - RELATED-PARTY TRANSACTIONS

Contributions included $28,575 and $39,209 from members of the Foundation's Board of Directors for the year ended June 30, 2022, and 2021, respectively.

The Foundation had the following balances and transactions with its unconsolidated affiliates:

	2022	2021
Accounts payable	$ -	$ 6,091
Expenditures for property and equipment	72,695	103,716

The Foundation has a 6.96% ownership in an unconsolidated affiliate which is the investment advisor for certain investments. Investment fees paid were $14,063 and $11,417 in 2022 and 2021, respectively.

The Seven Hills Family Services, Inc. affiliate entered into a long-term service and supports community partner agreement. This affiliate is doing business as Massachusetts Care Coordination Network under this agreement.

28 - RECLASSIFICATION

Certain amounts in the 2021 comparative information have been reclassified to conform with the 2022 presentation. Such reclassifications had no effect on the change in net assets as previously reported

29 - SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 1, 2022, which is the date the combined financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statements would be required.

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SUPPLEMENTARY INFORMATION

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SEVEN HILLS FOUNDATION AND AFFILIATES

COMBINING STATEMENT OF ACTIVITIES WITHOUT DONOR RESTRICTIONS

YEAR ENDED JUNE 30, 2022

	Seven Hills Foundation	Seven Hills Family Services, Inc.	Seven Hills Aspire, Inc.	Seven Hills Community Services, Inc.	Children's Aid & Family Service, Inc.	Seven Hills Extended Care at Groton, Inc.	Seven Hills Behavioral Health, Inc.
Operating support and revenue:							
Government contracts and fees	$ 223,572	$28,780,279	$ 8,220,970	$ 99,586,037	$ 113,604,124	$ 24,175,167	$ 4,038,063
Government grant income	10,416,160	126,157	63,213	731,079	36,758	143,015	36,533
H.U.D. rental subsidy	-	-	-	423,249	-	-	-
Private contracts and fees	-	675,728	215,056	22,963	117,698	-	212,552
Trainee production	-	-	143,962	-	-	-	-
Rent, vending, service fees	363,263	143,842	262,474	4,889,699	-	-	-
Interest income	37,510	-	-	-	-	-	-
Net investment return (loss) for operations	37,661	-	-	10	1	5	-
Contributions	1,871,081	104,857	12,393	20,912	300	8,037	1,800
Grants	33,416	5,333	120,307	13,389	500	3,150	45,450
Cafeteria	-	-	98,212	-	-	-	-
Management fee	16,042,223	-	-	-	-	-	-
Gain on sale of property and equipment	47,400	-	-	-	-	-	-
Other	21,769	7,138	-	1,295,386	2,481	14	-
Net assets released from restrictions:							
Satisfaction of purpose restrictions	-	-	-	-	-	-	-
Total support and revenue	29,094,055	29,843,334	9,136,587	106,982,724	113,761,862	24,329,388	4,334,398
Operating expenses:							
Program services							
Residential services	-	-	-	104,740,898	-	-	-
Family support	-	28,295,999	-	-	-	-	-
Vocational services	-	-	9,396,349	-	-	-	-
Nursing home services	-	-	-	-	-	21,553,713	-
Community services	-	-	-	-	-	-	4,339,914
Facility maintenance	55,277	186,276	295,906	71,089	-	-	-
Children services	-	-	-	-	113,375,137	-	-
Clinical services	-	-	-	-	-	-	-
School services	-	-	-	-	-	-	-
Global outreach	-	-	-	-	-	-	-
Open door arts	-	-	-	-	-	-	-
	55,277	28,482,275	9,692,255	104,811,987	113,375,137	21,553,713	4,339,914
Supporting services							
Management and general	19,812,335	-	-	-	-	3,241,936	-
Fundraising	132,736	-	-	-	-	-	-
Total expenses	20,000,348	28,482,275	9,692,255	104,811,987	113,375,137	24,795,649	4,339,914
Change in net assets from operations	9,093,707	1,361,059	(555,668)	2,170,737	386,725	(466,261)	(5,516)
Non operating revenue:							
Investment loss, net of amounts appropriated for operations	(5,691,611)	-	-	-	-	-	-
Unrealized gain on hedging instruments	400,702	-	-	-	-	-	-
Loss on extinguishment of debt	(255,231)	-	-	-	-	-	-
Net assets released from restrictions:							
Satisfaction of purpose restrictions	51,975	-	-	-	-	-	-
Change in net assets	3,599,542	1,361,059	(555,668)	2,170,737	386,725	(466,261)	(5,516)
Net assets, beginning of year	70,564,156	19,475,714	2,392,620	19,610,982	(264,279)	(6,539,991)	(4,147,654)
Net assets, end of year	$ 74,163,698	$20,836,773	$ 1,836,952	$ 21,781,719	$ 122,446	$ (7,006,252)	$ (4,153,170)

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Schedule 1

Seven Hills Rhode Island	Seven Hills Global Outreach	Stetson Home & Stetson School, Inc.	Open Door Arts	Children's Friend	Family Services of Central MA	Youth Opportunities Upheld, Inc.	Other Affiliates		Eliminations	Total
$ 22,760,518	$ -	$ 17,467,328	$ 198,421	$ 1,101,921	$ 382,415	$ 21,853,217	$ -		$ -	$ 342,392,032
-	-	103,771	5,221	14,705	23,292	544,198	-		-	12,244,102
-	-	-	-	-	-	-	-		-	423,249
31,436	-	-	33,070	99,692	998,218	3,096,777	-		-	5,503,190
25,173	-	-	-	-	-	-	-		-	169,135
710,984	-	818,800	-	-	-	3,810	-	(c)	(805,000)	6,387,872
3,087	-	-	-	-	-	-	-		-	40,597
(42,471)	-	25	(30,599)	(540,638)	21,591	(328,747)	-		-	(883,162)
1,560	132,452	4,673	53,555	9,701	9,330	185,420	-		-	2,416,071
282,234	-	39,288	245,145	38,045	629,678	1,124,955	-		-	2,580,890
9,453	-	-	-	-	-	-	-		-	107,665
1,517,784	-	-	-	-	-	-	-	(b)	(17,560,007)	-
-	-	-	-	-	-	-	-		-	47,400
1,809,805	-	1,560	100	79,054	(4,381)	(143,270)	-		-	3,069,656
-	-	-	-	-	-	-	-		-	-
27,109,563	132,452	18,435,445	504,913	802,480	2,060,143	26,336,360	-		(18,365,007)	374,498,697
-	-	-	-	-	-	-	-	(b)	(7,272,058)	97,468,840
-	-	-	-	-	2,519,962	-	-	(b)	(2,274,717)	28,541,244
-	-	-	-	-	-	-	-	(b)	(776,009)	8,620,340
-	-	-	-	-	-	-	-	(b)	(1,134,245)	20,419,468
26,696,040	-	-	-	-	-	-	-	(b)	(2,001,368)	29,034,586
-	-	-	-	-	-	-	-	(b)	(40,830)	567,718
-	-	-	-	1,349,530	-	-	-	(b)	(608,232)	114,116,435
-	-	-	-	-	-	29,124,636	-	(b)	(2,304,571)	26,820,065
-	-	18,700,598	-	-	-	-	-	(b,c)	(1,751,844)	16,948,754
-	226,793	-	-	-	-	-	-	(b)	(16,666)	210,127
-	-	-	557,687	-	-	-	-	(b)	(42,051)	515,636
26,696,040	226,793	18,700,598	557,687	1,349,530	2,519,962	29,124,636	-		(18,222,591)	343,263,213
-	-	-	-	-	-	-	-	(b)	(142,416)	22,911,855
-	-	-	-	-	-	-	-		-	132,736
26,696,040	226,793	18,700,598	557,687	1,349,530	2,519,962	29,124,636	-		(18,365,007)	366,307,804
413,523	(94,341)	(265,153)	(52,774)	(547,050)	(459,819)	(2,788,276)	-		-	8,190,893
-	-	-	-	-	-	-	-		-	(5,691,611)
-	-	-	-	-	-	-	-		-	400,702
(133,329)	-	-	-	-	-	-	-		-	(388,560)
-	-	-	-	-	-	-	-		-	51,975
280,194	(94,341)	(265,153)	(52,774)	(547,050)	(459,819)	(2,788,276)	-		-	2,563,399
647,642	(3,204,087)	2,269,683	(117,291)	1,342,428	(694,341)	2,842,764	(7,072,405)	(a)	(97,800)	97,008,141
$ 927,836	$ (3,298,428)	$ 2,004,530	$ (170,065)	$ 795,378	$ (1,154,160)	$ 54,488	$ (7,072,405)	(a)	$ (97,800)	$ 99,571,540

See accompanying independent auditor's report.

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Schedule 2

SEVEN HILLS FOUNDATION AND AFFILIATES

EXPLANATION OF ELIMINATIONS

YEAR ENDED JUNE 30, 2022

(a) To eliminate effects of intercompany sale/leaseback of facility.

(b) To eliminate intercompany management fees.

(c) To eliminate intercompany charges for rent.

See accompanying independent auditor's report.

Docusign Envelope ID: 983A60C4-EE50-4702-A463-3F2C88E27FD6

Seven Hills
Foundation & Affiliates

GOVERNING BOARD OF DIRECTORS – 2022

John N. Altomare, Esq., Chair
Attorney & Managing Partner
FA & E Law Offices

Maureen F. Binienda
Superintendent
Quaboag Regional School District

Dr. Charles P. Conroy, Vice-Chair
Exec. Director Emeritus, Perkins School
Consultant & Manager, Charles P.
Conroy Consulting, LLC

Dr. Carol Donnelly
Professor
Worcester State University

Dr. Catherine Jones
Emergency Physician
Wachusett Emergency Physicians

Dr. David A. Jordan, President
President
Seven Hills Foundation

Robert L. Mahar, Treasurer
Retired

Dr. Tammy Murray, Member-at-Large
Director of Special Education & Itinerant
Services, Central Mass Collaborative

Dr. David Paydarfar
Professor & Chair of Neurology, Dell
Medical School at The University of
Texas at Austin
Director, Mulva Clinic for the
Neurosciences

Frances Polito
Retired

Raymond L. Quinlan
President
Rayne Development Corporation

Marianne E. Rogers
Retired

David E. Simon
Director
Berkeley Research Group

Peter Stanton
CEO, New England Business Media
Publisher, Worcester Business Journal

David K. Woodbury
President
Woodbury and Company, Inc.

Deborah J. Needleman, Secretary/Clerk
Retired

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Abby L. Day

PROFILE:

- Accomplished behavioral health professional with 19 years of experience working in human services
- Experienced in leading and managing a team of professional and direct care staff
- Adept at navigating state regulations and accreditation compliance standards
- Strong ability to work independently and as part of a team
- Experienced in staff training and development
- Engaged, positive and motivated

OBJECTIVE:

To obtain a position in the human services field where I can continue to utilize my experience and education.

EDUCATION:

3/16 - 8/17 Norwich University; Northfield, VT
Master of Science- Leadership

8/97-12/01 Catawba College; Salisbury, NC
Bachelor of Science- Physical Education and Recreation

PROFESSIONAL EXPERIENCE:

8/2-Present *Stetson School, An Affiliate of Seven Hills Foundation:* Barre, MA
Residential Director

- Responsible for the daily therapeutic and programmatic operations of the residential program.
- Ensures that consistent routines, transitions, daily activities, and child care practices are executed and reflect the diagnostic, behavioral, and safety needs of the students we serve.
- Provides direct supervision to a team of assistant residential directors, as well as the case management team and the recreation coordinator.
- Oversees the supervision of residential and overnight supervisors and direct care staff.
- Ensures compliance with state policy, procedures and regulations.
- Communicates to external stakeholders, to include state workers, families, school systems and lawyers.
- Assists in program development to align with current trends and standards of care.
- Ensures effective internal communication systems according to agency standards and licensing and regulatory agencies' standards.
- Participates in strategic planning and continued follow up with senior administration.
- Creates and implements policies and procedures as needed to ensure standards of care are met.

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6/19-8/21 *Stetson School, An Affiliate of Seven Hills Foundation:* Barre, MA
Assistant Residential Director

- Responsible for overseeing a 30-bed residential unit for youth ages 14-22.
- Ensured a safe, trauma informed care therapeutic milieu was always provided and that our children's needs were being met.
- Supervised a team of residential and overnight supervisors and direct care staff.
- Lead team meetings with clinicians, case managers, supervisors, and direct care staff.
- Facilitated development of COVID-19 protocols to ensure CDC guidelines were being met.
- Ensure compliance with state policy, procedures and regulations.
- Responsible for interviewing, hiring, training, and retaining staff.
- Communicate to external stakeholders, to include state workers and families, as needed.
- Conducted internal investigations and wrote fact finding reports.
- Participated in strategic planning and continued follow up with senior administration.

3/18-6/19 *Stetson School, An Affiliate of Seven Hills Foundation:* Barre, MA
Group Home Director

- Responsible for the daily therapeutic and programmatic operations of a 30-bed 1:3 Intensive Group Home for boys.
- Lead a team of approximately twenty staff to include clinicians, case managers, occupational therapist, supervisors, secretary and, direct care staff.
- Ensure compliance with state policy, procedures and regulations.
- Responsible for interviewing, hiring, training, and retaining staff.
- Communicate to external stakeholders, to include state workers, families, and school systems.
- Oversee program development to align with current trends and standards of care.
- Participate in strategic planning and continued follow up with senior administration.

4/16-3/18 *Stetson School, An Affiliate of Seven Hills Foundation:* Barre, MA
Staff Training & PQI Coordinator

- Responsible for the coordination and implementation of orientation training for all new hires, along with the continued training of all staff on a monthly basis.
- Create data reports on a monthly, quarterly, and annual basis in a variety of areas, including areas of restraint data, risk management, and length of stay.
- Ensure that all training requirements, per licensure requirements, are met and training records are kept up to date.
- Serve as the campus restraint coordinator, where responsibilities include reviewing all restraint reports on a daily basis and addressing any reports of concern.
- Instructor for Therapeutic Crisis Intervention (TCI) and American Heart Association CPR and First Aid.
- Experience in writing and revising organizational policies.
- Experience in conducting and writing internal investigation reports.
- Assist with the coordination of preparing for program licensing.

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5/14-4/16 *Stetson School, An Affiliate of Seven Hills Foundation:* Barre, MA
Supervisor/Trainer:

- Supervise 30+ per diem staff, which includes scheduling them for shifts, meeting with them for coaching sessions, handling discipline as needed, and ensuring that they are attending required trainings.
- Conduct interviews of potential new per diem hires, as needed.
- Assist, as needed, as an on the floor supervisor and to help with the behavior management of the students.
- Responsible for providing In-Service Orientation trainings to new hires, including policy reviews, experiential trainings, and reviewing staff secure guidelines.
- Develop new trainings for the campus, along with enhancing current trainings. Currently working on a new format to our 180-day Orientation period training to make it more of a team based approach model.
- Responsible for assisting with the campus schedule and coordinating direct care shifts.
- Instructor for Therapeutic Crisis Intervention (TCI), our de-escalation and restraint program. Teach required 32 hour TCI program to new staff, as well as lead quarterly refreshers for all staff.

4/04-5/14 *Stetson School, An Affiliate of Seven Hills Foundation:* Barre, MA
Recreation Coordinator:

- Provide therapeutic recreational activities and sports to adolescents, teenagers, and young adults with emotional and behavior issues.
- Plan, coordinate, and implement many special events on campus.
- Develop and assist with different campus programs and structure including Community Based Integration and daily living schedules.

8/03-3/04 *Seven Hills Foundation:* Hope Ave., Worcester, MA
Activities Specialist:

- Provided recreational and creative activities to adults with developmental disabilities in a day program setting.
- Planned community trips for clients.

8/02-6/03 *St. Peter Claver Catholic School:* Tampa, FL
Physical Education Teacher:

- Developed curriculum and daily lesson plans.
- Developed programs which emphasized health and fitness.
- Planned and implemented special events for the school.

SKILLS:

Knowledgeable in Microsoft Word, Excel, Power Point, Publisher, Outlook Express and all windows based applications.

REFERENCES:

Available upon request

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Joseph A. Allred, J.D., M.S.

PERSONAL INFORMATION

KEY ACCOMPLISHMENTS

- ✓ Successfully integrated and stabilized four Affiliate organizations following mergers with the Seven Hills Foundation (Stetson School-2013, Children's Friend 2016, You Inc.-2020 and Seven Hills New Hampshire at Crotched Mountain 2022). Combined operational budgets of approximately $65m.
- ✓ Enhanced/Developed highly specialized youth treatment program resulting in contracts with 15 different states. These efforts led to the doubling of annual operational budget from $10m in FY14 to over $22m in FY23 (Stetson School). Additionally, You Inc. posted operational surpluses for two consecutive years post 2020 merger.
- ✓ Successfully led Stetson School and You Inc. through national accreditation process (Council On Accreditation).
- ✓ Implemented robust data collection methods to track incidents of safety and risk management.
- ✓ Co-chaired the adoption and rollout of Seven Hills Foundation's electronic health records for two if its subsidiary/affiliate organizations.
- ✓ Led Seven Hills Foundation's DCF contracted programs through recent re-procurement of all service models.
- ✓ Have successfully balanced the importance of strong clinical function/oversight with operational and budget management.

CORE COMPETENCIES

- ✓ Provide vision, direction, inspiration and motivation necessary to ensure organizational success.
- ✓ Contribute to the dialogue, vision and direction of the pertinent national or local communities.
- ✓ Ensure adoption of and adherence to appropriate values and ethical standards in all agency business.
- ✓ Ensure proper care and development of the agency's history, culture, reputation and image.
- ✓ Collaboration with other public or private agencies for greater social impact.
- ✓ Establish accountability standards and systems that track the agency's effectiveness and impact.

EDUCATION/AFFILIATIONS

2011 Juris Doctorate, University of Massachusetts School of Law.
2004 Master of Science-Organizational Management/Leadership, Springfield College.
2001 Bachelor of Science-Political Science/Criminal Justice, Southern Utah University.

2020 Provider's Council-EAcademy Subject Matter Expert
2018 Children's League-Member
2011 Massachusetts Association of Approved Private Schools-Member.
2011 National Association of private Special Education Centers-Member.
2011 Massachusetts Adolescent Sexual Offender Coalition-Member.

PROFESSIONAL POSITIONS

Vice President, Seven Hills Foundation, Worcester, MA, 2014-Present.

- Operations management for four Subsidiary Affiliate Organizations—Stetson School, You Inc., Children's Friend and Seven Hills New Hampshire. Combined operating budget of approximately $65m with over 700 employees. Including strategic planning, contract management, profit and loss accountability, and cross-functional team leadership.
- Provide overall planning, direction, and supervision of the four Affiliate Organizations whose key elements include integrated children's services ranging from Residential/Education Campus to Community-Based residences, in-patient CBAT/ICBAT Services, outpatient rehabilitative and therapeutic services as well as adoption and foster care programs.

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- Contribute to biannual Seven Hills Foundation strategic planning, including facilitating and completing strategic planning for Affiliate's, collaboration with stakeholders across roles in the affiliate (including youth and families).
- Prepares administrative reports including quarterly SHF Board reports, proposals for service expansion, and grants to fund quality improvements for SHF programs (e.g., assistive technology and remote supports, behavioral crisis management services).
- Negotiates contracts with funding entities, including proposals for new program development and service expansion.
- Oversight and program innovation for all four affiliate organizations including direct supervision of Assistant Vice Presidents.
- Designs and evaluates outcome measures, key performance indicators, and understands the development of data analytics specific to both the affiliate and Foundation.
- Collaborates with funding sources and accountable state agencies to ensure program services are aligned and delivered with integrity. These state agencies include: Department of Children and Families, Department of Youth Services, Department of Mental Health, Department of Elementary and Secondary Education and the Department of Early Education and Care
- Responsible for maintaining good standing with all licensing and accrediting bodies
- Works with affiliate leadership in monitoring all aspects of employee recruitment and retention.
- Maintains effective relationships with funding agencies and other appropriate entities.
- Oversees program design, marketing, promotion, service delivery and quality of programs.
- Represents Stetson School, You Inc., Children's Friend and Seven Hills New Hampshire and collaborates with fellow members of the Seven Hills Senior Leadership Team under the direction of the President.

Assistant Vice President/Program Director, Seven Hills Foundation (Stetson School). Barre, MA, 2011-2014.

- Responsible for the oversight and management of Stetson School's 102 bed Residential Education campus.
- Led organizational efforts to stabilize declining census and work with Chief Executive Officer to prepare organization for eventual merger with Seven Hills Foundation.
- Collaborated extensively with leadership team and all staffing groups to ensure successful integration post-merger.
- Developed new contracts with external states in order to enhance and stabilize operational budgets.
- Successfully led organizational efforts in securing new program models through the RFR procurement process.

From 2001 through 2011 I was employed by the Key Program in Worcester, Massachusetts. Over my ten year career with Key, I was progressively promoted and left the organization in good standing following completion of my Juris Doctorate degree. At the time of my departure I held the title of Program Supervisor, a position that I first obtained in 2003. In my role as Program Supervisor I was responsible for the direction and oversight of adolescent boys group homes, Alternative Lock-Up and Outreach and Tracking programs.

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Peter C. Gow

EMPLOYMENT HISTORY

Marketing, Outreach and Performance Quality Improvement (PQI) Coordinator 4/2016 – Current
Stetson School Barre, MA

- Provide marketing, outreach, and admission services to referral sources, parents, and youth
- Provide supervision to department staff
- Describe Stetson School programming and services at tradeshows and outreach meetings
- Design and implement marketing plans, programs, and campaigns to ensure the continued success, growth, and expansion of agency services
- Drive the research of, and development of, potential new markets and referral bases. Including state government request or response/proposal
- Responsible for community outreach and partnerships
- All Performance and Quality Improvement (PQI) Coordinator responsibilities (please see below)

Training and Performance and Quality Improvement (PQI) Coordinator 2/2010 – 4/2016
Stetson School Barre, MA

- Develop, organize, and maintain all internal and external stakeholder performance and quality improvement initiatives and program, including, but not limited to, length of stay, physical intervention, internal and external stakeholder satisfaction and input, policy, procedure, & protocol review and compliance, behavior incident tracking, and recidivism rate studies.
- Ensuring regulatory and licensing compliance with Department of Early and Secondary Education (DESE) and Department Early Education and Care (DEEC) regulations.
- Ensuring Council on Accreditation (COA) compliance and accreditation.
- Utilization of multiple databases for all data input and reporting.
- Author a monthly-published newsletter for all internal stakeholders that informs and updates them on all performance and quality improvement initiatives.
- Create quarterly reports for the Board of Trustees containing progress and statistical analysis for all PQI projects, measures, and initiatives listed above.
- Chair or member of, various PQI focused committees, including, but not limited to, PQI Steering, Physical Intervention, Parent Advisory, Measures, Safety and Risk Management, Chart Development and Audit, Restraint Reduction, Human Rights, and Student Council.
- All Staff Training and Development Manager duties (please see below)

Staff Training and Development Manager 1/2004 – 2/2010
Stetson School Barre, MA

- Develop, organize, and manage a two week, 80 hour, in-service orientation training program for all new staff.
- Maintain the staff training database to ensure all staff have participated in the required mandatory trainings and hours.
- Develop, organize, manage, and implement a monthly, quarterly and yearly refresher training program for over 300 staff, including but not limited to, Therapeutic Crisis Intervention (TCI) training, American Heart Association CPR / First Aid Training, Rape Aggression Defense (RAD) Training, as well as, annual requirements from Massachusetts Department of Early and Secondary Education (DESE) and Department Early Education and Care (DEEC).
- Organize and update certification status of over 300 staff for TCI, CPR / First Aid, and RAD certifications.
- Inform and register interested staff in external trainings and conferences.
- Provide coordination and leadership for a team of six campus instructors and job coaches.

Recreation Coordinator 2/2003 – 1/2004
Stetson School Barre, MA

- Planned, organized, and directed a recreation program for entire campus with activities ranging from traditional sports to Project Adventure activities
- Planned, organized, and ran special campus wide events such as Child Abuse Prevention Day, Festival Day, and Halloween celebration.
- Planned, organized, and directed team-building events for various campus teams.
- Planned, organized, and presented annual campus wide recreation training.
- Developed and implemented a fitness group and a monthly group for students who do not receive visits.
- Developed, organized and directed a leisure education program for transition students.

EDUCATION:

Springfield College Springfield, MA
Bachelor of Science: Recreation Management

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Sally L. Gulmi

CAREER OBJECTIVE

Clinical Director

EXPERIENCE

NORTHEAST CENTER FOR YOUTH AND FAMILIES –June 2012-present – Easthampton, MA: Clinical Director

Responsible for the overall coordination of clinical care throughout the Agency. Member of the Management and Leadership Team. Ensure a clinical voice throughout the agency. Chair of Agency's "Think Tank" committee, which formulates the Agency's clinical mission statement based on best practice. Apply the gains and practices of my work in previous positions to all of the Agency's service areas. Create a continuum of care, from residential to foster care to outreach or in-home placement. Support and supervise clinical staff through trainings and consultation to implement the new behavioral model for residential care. Steering committee for STEP project, based upon training clinicians in the TF-CBT clinical trauma-based model. Train and supervise clinicians and interns and ensure their use of best practice. Develop and supervise training for foster parents, biological families. Responsible for the selection and implementation of an assessment tool for all clients entering care at the Agency. Coordinate nursing and psychiatric care for all service areas. Engage stakeholders and providers; act as Agency's representative in meetings and interactions with providers. Intervene as necessary, particularly in complex cases.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – December 2011-June 2012 – Easthampton, MA: Interim Clinical Director of Residential Services

Responsible for restructuring service delivery, including a reformulation of policies and procedures in order to best meet therapeutic needs of clients. Responsible for shaping and implementing a comprehensive continuum of care model to best meet the clinical needs of clients in residential and foster care services. Responsible for supervision of clinicians, providing guidance, support, and instruction in their work with our complex clients, including formulating both individual and global plan to advance clinical vision. Responsible for administrative management, support, and leadership. Member of Agency's Leadership Team.

NORTHEAST CENTER FOR YOUTH AND FAMILIES – January 2008-June 2012 – Easthampton, MA: Clinical Director of Foster Care

Responsible for clinical supervision and oversight of clinical services, inclusive of development of treatment plans, i.e. formulating comprehensive treatment plans, assessment of needs to implementation of specialized therapeutic care, written psycho-socials, risk evaluations as needed, to best meet the goals and expectations of clients and providers. Lead, schedule, and guide the protocol of weekly clinical rounds within 45 days of placement. Responsible for formulating clinical policy and procedures. Responsible for developing clinical vision and clinical direction of the service area. Responsible for implementation of best practice model of integrated case management and clinical care. Oversee and support the management of psycho-pharmaceutical needs of clients, including consultation with psychiatrist and nurse. Engage with our providers on an ongoing basis. Guide and support professional development and skills of clinicians as and case managers for whom supervision is also provided. Responsible for addressing complex educational placements and making recommendations to members of both internal and external care providers. Establish effective lines of communication with providers as well as legal guardians, legal teams, foster parents, educational teams, and community supports, to best articulate Agency and service area specific policies and procedures, to maintain the integrity of our philosophical goals. Provide active oversight while continuing to enhance and inform the care of clients with sexually problematic behaviors, as well as educate the larger community both internally and externally about our population's clinical presentations. Responsible for administrative management, support, and leadership. Advocate for best clinical practice with acute consideration of the need to bridge best clinical practice with the stakeholder realities. Member of Agency's Leadership Team.

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NORTHEAST CENTER FOR YOUTH AND FAMILIES – April 2003-January 2008 - Easthampton, MA: Clinician
Program Clinician for adolescent girls and adolescent boys. Responsible for clinical services inclusive of case management, groups, and individual therapy.

LAKE GROVE AT MAPLE VALLEY – April 2002-April 2003 - Wendell, MA: Clinician
Clinician for adolescent boys with significant behavioral issues. Responsible for individual, group, and family therapy.

HAMPSHIRE REGIONAL SCHOOL DISTRICT – September 2001-March 2002 - Westhampton, MA: District Tutor/Counselor
Taught a ninth-grade girl English, Math, and Earth Science as well as acted as her counselor.

HAMPSHIRE REGIONAL SCHOOL DISTRICT– September 2000-June 2001 - Westhampton, MA: Tutor
Tutor for an eighteen-year-old boy with muscular dystrophy. Subjects taught: English, Math, Sociology, and Psychology.

HAMPSHIRE REGIONAL SCHOOL DISTRICT – January 2000-June 2000 – Westhampton, MA: Tutor/Counselor
Counselor and tutor for a seventh-grade student. Subjects taught: Math, History, Science, and English.

EDUCATION

University of Massachusetts - Amherst, Massachusetts
Doctoral Candidate, 1994: Cultural Diversity of Adolescent Girls (coursework completed, proposal accepted)

St. Lawrence University - Canton, New York
Masters of Education, 1977: Counseling Psychology

Potsdam State University - Potsdam, NY
Bachelor of Arts, 1974

AFFILIATIONS

TF-CBT, Steering Committee Member
NoFIRES (Northwestern District Attorney's Office initiative), Development Committee Member
MASOC, Member
Foster Family-based Treatment Association (FFTA), Member

ELECTED POSITIONS

Williamsburg School Committee, Member – 1990-1996 – Williamsburg, MA

Williamsburg School Committee, Chair – 1994-1996 – Williamsburg, MA

Hampshire Regional School Committee, Advisory Board – 1994-1996 – Westhampton, MA

Hampshire Regional School Committee, Member – 1996-2000 – Westhampton, MA

Hampshire Regional School Committee, Superintendent Search Committee – Westhampton, MA

References Available Upon Request

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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: Stetson School, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Joseph Allred	Vice President	48,114	$220,000.00
Sally Gulmi	Assistant Vice President	109,325	$109,325.00
Pete Gow	Admissions Coordinator	48,641	$97,282.00
Abby Day	Residential Director	85,000	$85,000.00
		$0.00	$0.00
		$0.00	$0.00

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ARC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	166898	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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**	

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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.

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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.

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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 Stetson School, 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:

   $ 13,777,794

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	◦ 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)*

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 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

23. Modify Exhibit C, Payment Terms, Subsection 4.1., by adding Paragraph 4.1.1., to read:

4.1.1. Clothing allowance daily rate of $3.72 effective July 1, 2023 included in rate.

24. Modify Exhibit C, Payment Terms, Subsection 4.7., to read:

4.7. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.7.1. Sub-total: $13,777,794.00

4.7.2. SFY 22: $2,426,778.00

4.7.3. SFY 23: $2,426,778.00

4.7.4. SFY 24: $4,462,119.00

4.7.5. SFY 25: $4,462,119.00

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

11/27/2023
Date

DocuSigned by:
Katja S. Fox
2A5FFC7D64684E3...
Name: Katja S. Fox
Title: Director

Stetson School, Inc.

11/27/2023
Date

DocuSigned by:
MICHAEL MATTHEWS
61418D8DE786478...
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & Finance

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/28/2023
Date

DocuSigned by:
Robyn Guarino
748734844944460...
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. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,176.17	3,620,712.00	3,620,712.00	11,382,600.17
Spaulding Academy & Family Services Northfield, NH (VC# TBD)	Northfield, NH	17,112,891.00	16,665,191.00	16,665,191.00	50,443,273.00
Stetson School Barre, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,426,778.00	2,426,778.00	2,426,778.00	7,280,334.00
Webster House Manchester, NH (VC# TBD)	Manchester, NH	705,564.00	705,564.00	705,564.00	2,116,692.00
Whitney Academy North Dighton, MA (VC# TBD)	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	2,129,059.00	2,129,059.00	2,129,059.00	6,387,177.00
	Total:	$49,989,640.18	$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.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

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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

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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

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05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID CARE MANAGEMENT, CLASS 535 – OUT OF HOME PLACEMENTS - 50% Federal Funds and 50% General Funds

EXPLANATION

The purpose of this request is to provide behavioral health services in residential treatment settings to children, youth and young adults who have behavioral health needs who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports.

The Contractors will deliver evidence-based and trauma-informed clinical services to reduce reliance on emergency rooms, hospital settings, and residential treatment programs outside of New Hampshire and New England. The Contractors will support the Department's efforts to provide better long-term outcomes for youth by providing services that will be short-term, target treatment episodes to reduce re-entry into residential treatment settings, and enable the State to meet the federal regulations regarding residential programs as mandated in the Families First Services Prevention Act.

The population served includes children and youth who display acute behaviors, medical needs and mental health symptoms that require treatment in residential settings. These

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposal: Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health
PROJECT ID NUMBER	RFP-2021-DBH-12-RESID
LEVEL OF CARE	Level 1

	Proposer Name	Option/Program	TOTAL SCORE
1	Chase Home	Independent Living Program	63
2	Dover Childrens Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Mentor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1. Robert Roder, Administrator for DCYF
2. Richard Serette, Administrator for DCYF
3. Shawn Blakey, Program Specialist IV, CBH
4. Paige Morgan, Youth Voice
5. Tarja Godfredson, Business Administator, Finance

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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	75
4	Home for Little Wanderers	Keene House	78
5	Mentor 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	91
9	St. Anns Home, Inc.	St. Ann's	95
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DBH

2 Hannah Maynard, Program Specialist IV, DBH

3 Kara Buxton, Administrator, DCYF

4 Tanja Godfredsen, Business Administrator, Finance

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposals Summary Score Sheet

PROJECT TITLE	Residential Treatment Services for Children's Behavioral Health
PROJECT ID NUMBER	RFP-2021-DBH-12-RESD
LEVEL OF CARE	Level 3

	Provider Name	Option/Program	TOTAL SCORE
1	Devereaux Foundation	Devereaux Level 3 Intensive	74
2	Easter Seals	NJ Boys - Intensive	85
3	Easter Seals	Lancaster - Intensive	85
4	Easter Seals	Zachary - Intensive	80
5	Easter Seals	NJ Xyz - Intensive	80
6	Home for Little Wanderers	Wright	72
7	Maine Att (Hours/Reservative)	Maine	93
8	Mount Prospect Academy, Inc.	Option A Adv Warren	87
9	Mount Prospect Academy, Inc.	Option A Half Farm Pine	84
10	Mount Prospect Academy, Inc.	Option A PS9 Rumney	84
11	Mount Prospect Academy, Inc.	Option A Rumney Pine	84
12	Mount Prospect Academy, Inc.	Option C Carol Hampton	85
13	Mount Prospect Academy, Inc.	Option C Carol Pine	84
14	Mount Prospect Academy, Inc.	Option D Safe Care Campton	88
15	Pine Haven Boys Center	Pine	78
16	Spaulding Academy & Family Services	IRP	90
17	Spaulding Academy & Family Services	MRP	94
18	Spaulding Academy & Family Services	IMP	90
19	St. Anns Home, Inc.	Option A	87
20	St. Anns Home, Inc.	Level 3, Option C	87
21	Swanson School, Inc.	Swanson	88
22	Vermont Permanency Initiative, Inc.	Vermont	91
23	Whitney Academy Inc.	Option A	81

Reviewers Name and Title

1 Amy Lambert, Program Specialist IV, CBH
2 Pamela Powell, Program Specialist IV, CBH
3 Kathleen Talbot, Program Specialist IV, CBH
4 Jessica Kessinger, Administrator, DCYF
5 Kara Lapierre, Administrator, Parents
6 Patricia Lemon, Hospital Reporting Area

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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	93
2	Mount Prospect Academy, Inc.	Option A Blake Mitchell Pike	89
3	Mount Prospect Academy, Inc.	Option D ERT Campton	89
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	96
5	St. Anns Home, Inc.	Option B CBAT	81
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Upheld Inc.	Option C ICBAT	89
9	Youth Opportunities Upheld Inc.	Option C ICDAT	89
10	Mentor ABI (NeuroRestorative)	Option C ICDAT	88

Reviewers Name and Title

1 Darryl Tenney, Program Specialist IV, CDH
2 Adele Baumen, Administrator, CBH
3 Erica Ungaro, Director for CDH
4 Rebecca Frederic, Administrator, DCE
5 Tarja Godfredson, Business Administrator, Finance
6 Elizabeth Lafontaine, Administrator, Finance

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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 Stetson School, Inc.		1.4 Contractor Address 81 Hope Avenue, Worcester, MA 01603 455 South Street, P.O. Box 309 Barre, MA 01005	
1.5 Contractor Phone Number (978) 355-4541	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $7,280,334
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: MICHAEL MATTHEWS Date: 6/23/2021		1.12 Name and Title of Contractor Signatory MICHAEL MATTHEWS Sr. VP of Business & F	
1.13 State Agency Signature DocuSigned by: Katja Fox 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: DocuSigned by: Taklumina Raklumatova		On: 6/25/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials MM
Date 6/23/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials MM

Date 6/23/2021

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials

Date 6/23/2021

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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1.8.1. Shall be licensed and certified. Those that are not currently certified, licensed and accredited, shall complete these requirements within 6 months from contract approval, unless otherwise agreed upon by the Department.

1.8.2. Shall comply with all federal, and state laws, regulations, and rules, as follows, but are not limited to:

1.8.2.1. RSA 170-E;
1.8.2.2. RSA 170-G:8;
1.8.2.3. RSA 126-U;
1.8.2.4. RSA 135-F;
1.8.2.5. He-C 4001;
1.8.2.6. He-C 6350; and
1.8.2.7. He-C 6420.

1.8.3. If not located in New Hampshire, shall comply with all federal and state laws, regulations and rules of their state. In addition, Contractors shall follow:

1.8.3.1. RSA 126-U;
1.8.3.2. He-C 6350; and
1.8.3.3. He-C 6420.

1.8.4. Shall be accredited by the Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) for Levels 1 (optional), 2, 3, and 4.

1.8.5. Shall ensure clinical and medical residential treatment services align with accreditation and the level of care requirements.

1.9. The Contractor shall accommodate visits of the DCYF staff, Juvenile Probation and Parole Officer (JPPO), or Child Protective Service Worker (CPSW).

1.10. In the event of a conflict between applicable federal and state laws and rules the Contractor shall follow the most prescriptive laws and rules.

1.11. Staffing, Training and Development

1.11.1. Talent Strategy

1.11.1.1. The Contractor shall develop, implement, and maintain a creative and effective talent strategy to recruit, train, and retain staff, in order to ensure staff are committed and trained in providing high quality treatment and outcomes for individuals.

1.11.2. Staffing Ratios

1.11.2.1. The Contractor shall provide a comprehensive staffing model corresponding to each Level of Care that meets or

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 positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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

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

individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

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1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3. The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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.

1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

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1.19.4.5. Coordination of education services, and/or

1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:

1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.

1.19.5.2. The age and developmental level of the population.

1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.

1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:

1.20.2.1. Safety

1.20.2.2. Trustworthiness and Transparency

1.20.2.3. Peer Support

1.20.2.4. Collaboration and Mutuality

1.20.2.5. Empowerment, Voice and Choice

1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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1.25.1.5. A written policy ensuring an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment;

1.25.1.6. Progressive staff discipline, leading to administrative discharge;

1.25.1.7. Reporting and appealing staff grievances;

1.25.1.8. Reporting employee injuries

1.25.1.9. Client rights, grievance and appeals policies and procedures;

1.25.1.10. Policies and procedure if the program conducts urine specimen collection., as applicable, that:

1.25.1.10.1. Ensures that the collection is conducted in a manner which preserves client privacy as much as possible and is accordance with New Hampshire Administrative Rules; and

1.25.1.10.2. Policies and procedures intended to minimize falsification, including, but not limited to:

1.25.1.10.2.1. Temperature testing; and

1.25.1.10.2.2. Observations by same-sex staff members.

1.25.1.11. Procedures for the protection of individual's records that govern use of records, storage, removal, conditions for release of information and compliance with 42 CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and

1.25.1.12. Procedures related to quality assurance and quality improvement.

1.25.2. The Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper or electronic form, or both, that communicates information within the client record of each client served in a manner that is:

1.25.2.1. Organized

1.25.2.2. Easy to read and understand;

1.25.2.3. Complete, containing all the parts; and

1.25.2.4. Up-to-date,

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1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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				

Reserved				
Reserved				
Level of Care 3, Intensive Treatment, Option A: Intensive Treatment	Stetson School, Inc.	Barre, MA	12	N/A
Reserved				
Reserved				
Reserved				
Reserved				
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
- 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.

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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

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 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 pursing 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).
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.

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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. Reserved

2.9. Reserved

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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. Stetson School

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	See Case Manager
Family Therapist	1:8	Not allocated
Transportation	Not Required	1:3

Case Manager	1:8 or see Family Worker	No Variation
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	Not allocated
Nursing Staff	24/7, available, and shall be onsite regularly	LPN; RN and Nurse Manager
Psychiatrist	Availability of prescriber or psychiatry on site	.3 FTE
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 Contract 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. Gender Identity;
3.5.1.2.4. Aggressive behavior;
3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
3.5.1.2.6. Problematic Sexual Behavior

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

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4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
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)

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B

Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

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:

Table B

Category	Key performance metrics
Referral	◦ % 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	◦ % 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	◦ % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)* ◦ Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay

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Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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.

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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.

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.

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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

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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.

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.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
   1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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 paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusett's Operational Services Division (OSD).

   4.2. Billings shall occur on at least on a monthly basis and shall follow a process determined by the Department.

   4.3. 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.

   4.4. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

   4.5. 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.

   4.6. 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

   4.6.1. 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.

4.7. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.7.1. Sub-total: $7,280,334.00

4.7.2. SFY 22: $2,426,778.00

4.7.3. SFY 23: $2,426,778.00

4.7.4. SFY 24: $2,426,778.00

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.

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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.

7.4.1. 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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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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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:

6/23/2021
Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

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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:

6/23/2021
Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

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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

Contractor Initials MM DS

Date 6/23/2021

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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:

6/23/2021
Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

DS
MM
Contractor Initials

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Date

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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.

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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:

6/23/2021
Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

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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:

6/23/2021
Date

DocuSigned by:
MICHAEL MATTHEWS
Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

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MM
Contractor Initials
6/23/2021
Date

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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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

Contractor Initials MM

Date 6/23/2021

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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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Youth Opportunities Upheld, Inc.
The State	Name of the Contractor
Katja Fox	MICHAEL MATTHEWS
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	MICHAEL MATTHEWS
Name of Authorized Representative	Name of Authorized Representative
Director	Sr. VP of Business & F
Title of Authorized Representative	Title of Authorized Representative
6/24/2021	6/23/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
MICHAEL MATTHEWS

6/23/2021
Date

Name: MICHAEL MATTHEWS
Title: Sr. VP of Business & F

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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: 070611504

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

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Date 6/23/2021

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption: If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DocuSign Envelope ID: 82D92F47-53B6-4D31-95EF-A999E9222A78

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DS
MM

Contractor Initials

6/23/2021
Date

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 Whitney Academy, 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $10,939,472

3. Modify Exhibit B, Scope of Services, by adding Sections 1.10.1. through 1.10.3., to read:

   1.10.1. If the Contractor's program is identified as an Institution for Mental Diseases (IMD), the Contractor shall meet with the Department within 45 days to review the Department's IMD analysis and discuss and identify strategies to support becoming a non-IMD.

   1.10.2. The Contractor shall work cooperatively with the Department to outline a plan needed to become a non-IMD. The plan shall be submitted to the Department within 6 months and include:

   1.10.2.1. Considerations and action steps required to become a non-IMD;

   1.10.2.2. Clearly identified barriers to becoming a non-IMD; and

   1.10.2.3. A timeline of activities associated with becoming a non-IMD.

   1.10.3. The Contractor shall meet with the Department to review the plan, discuss feasibility, and next steps, including any additional review or reporting.

4. 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, 2301NHFOST and 2401NHFOST.

   1.2. Funds from Administration of Children and Families, catalog of ALN #93.558, FAIN 2101NHTANF, 2301NHTANF and 2401NHTANF.

   1.3. Funds from Administration of Children and Families, catalog of ALN #93.659, FAIN 2101NHADPT, 2301NHADPT and 2401NHADPT.

   1.4. Funds from Centers for Medicare and Medicaid Services, catalog of ALN #93.778, FAIN

2105NH5ADM, 2305NH5ADM and 2405NH5ADM.

1.5. General Funds

5. Modify Exhibit C, Payment Terms, Section 4.1 to add 4.1.2., to read:

4.1.2. The Contractor shall work with the Department to support a sustainable rate structure.

6. Modify Exhibit C, Payment Terms, Section 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: $10,939,472.00

4.5.2. SFY 22: $2,129,059.00

4.5.3. SFY 23: $2,129,059.00

4.5.4. SFY 24: $1,696,135.00

4.5.5. SFY 25: $1,696,135.00

4.5.6. SFY 26: $1,644,542.00

4.6.7. SFY 27: $1,644,542.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/13/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61624F3...
Name: Kaja Fox
Title: Director

Whitney Academy, Inc.

5/13/2025
Date

DocuSigned by:
Elizabeth O'Keefe
11B37B3A75C246F...
Name: Elizabeth O'Keefe
Title: Business Manager

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2025
Date

DocuSigned by:
Robyn Guarino
74873464941460...
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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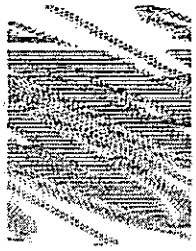


William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

Date: April 15, 2025

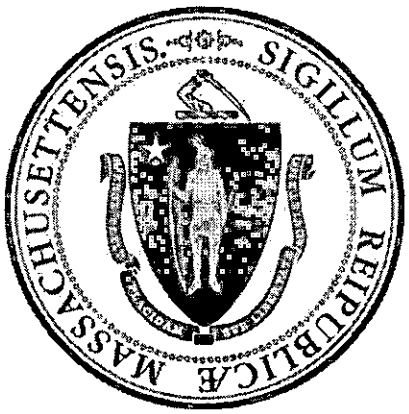
To Whom It May Concern :

I hereby certify that according to the records of this office,

THE WHITNEY ACADEMY, INC.

is a domestic corporation organized on **September 05, 1986**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 25040285590

Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx

Processed by: mqc

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CERTIFICATE OF AUTHORITY

I, _____Kevin Marques_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected President of _The Whitney Academy, Inc._____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _September 18, 2024___, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kevin Marques, President and Treasurer, Executive Director and
Elizabeth Okeefe, Clerk and Business Manager (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Whitney Academy, Inc, to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: May 9, 2025

Signature of Elected Officer
Name: Kevin Marques
Title: President

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mary Waishek	
Amplified Insurance Partners 30 Southwest Park Westwood MA 02090	PHONE (A/C, No, Ext): (617) 964-5340	FAX (A/C, No): (617) 965-1843
	E-MAIL ADDRESS: mw@amplifiedinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co	18058
INSURED Whitney Academy, Inc. P.O. Box 619 East Freetown MA 02717	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 25-26 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR [X] Retroactive Date: 4/3/2004 [X] 4/3/2002 Retro-Abusive Conduct GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2675049	04/03/2025	04/03/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abusive Conduct Liab	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/$1M
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2675048	04/03/2025	04/03/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB907534	04/03/2025	04/03/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Human Services Organization Professional Liablity			PHPK2675049	04/03/2025	04/03/2026	Each Incident Limit Aggregate Limit Retroactive Date	1,000,000 3,000,000 4/3/2004

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Dept of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The John M. Sullivan Insurance Agen P. O. Box 920047 Needham, MA 02492	CONTACT NAME: PHONE (A/C, No, Ext): 781-449-9330 FAX (A/C, No): 781-449-3511 E-MAIL ADDRESS: sullivan.insadv@verizon.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Insurance WCP	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Whitney Academy, Inc.
P. O. 619
East Freetown, MA 02717

COVERAGES **CERTIFICATE NUMBER:** 4,378 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A		WC5-31S-325267-024	12/11/2024	12/11/2025	☐ PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John M. Sullivan

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THE WHITNEY ACADEMY, INC.
85 DR. BRALEY RD.
P.O. BOX 619
EAST FREETOWN, MA 02717
TELEPHONE: (508) 763-3737
FACSIMILE: (508) 763-4200

MISSION STATEMENT

Whitney Academy's mission is to provide our students with evidence-based high-quality services in a "Normal" and "Homelike" environment, treating all students with dignity, respect, care, and compassion. We aim to cultivate an intellectually stimulating, ethical, and creative working environment that fosters personal and professional growth for our staff, recognizing them as valued colleagues contributing significantly to our students and our organization. Our mission is rooted in trust, ethical practice, and a collective sense of pride in making a difference in our students' lives.

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WHITNEY ACADEMY

Year End Financial Package

June 30, 2024

Prepared By

LEONARD, MULHERIN & GREENE LMG

CERTIFIED PUBLIC ACCOUNTANTS AND
BUSINESS CONSULTANTS

Email: mamaral@lmgpc.com
jgreene@lmgpc.com
crodrigues@lmgpc.com

625 Grove Street, Braintree, MA 02184 | 781.356.4800 | www.lmgpc.com

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

Year End Financial Package

- Financial Results Overview
- Audited Financial Statements
- Uniform Financial Statements and Independent Auditor's Report (UFR)
- Memorandum of Points for Discussion
- Communication with Those Charged with Governance

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

Overview of Year End Financial Package

This year-end package contains a number of items we believe you will find useful as you review the operations of your organization for the past fiscal year and plan for future years.

- *Audited Financial Statements*
- *Uniform Financial Statements and Independent Auditor's Report (UFR)*
- *Memorandum of Points for Discussion*
- *Communication with Those Charged with Governance*

Also included is a *Financial Results Overview,* which outlines The Whitney Academy, Inc.'s financial results using ratios and analysis relevant to nonprofit organizations.

We hope you will find this information helpful. Please contact us if we can be of further assistance.

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Financial Results Overview

Docusign Envelope ID: 592088BA-873D-4D0B-B902-B2CC3C2CA6F9

Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT ON ADDITIONAL INFORMATION

To the Board of Directors and Senior Management
The Whitney Academy, Inc.
East Freetown, Massachusetts

We have audited the financial statements of The Whitney Academy, Inc. as of and for the year ended June 30, 2024, and have issued our report thereon dated November 4, 2024, which expressed an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole.

The Financial Results Overview and related graphs that follow are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

November 4, 2024

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Leonard, Mulherin & Greene, P.C.

FINANCIAL RESULTS OVERVIEW

TO: Board of Directors and Senior Management - ***The Whitney Academy, Inc.***

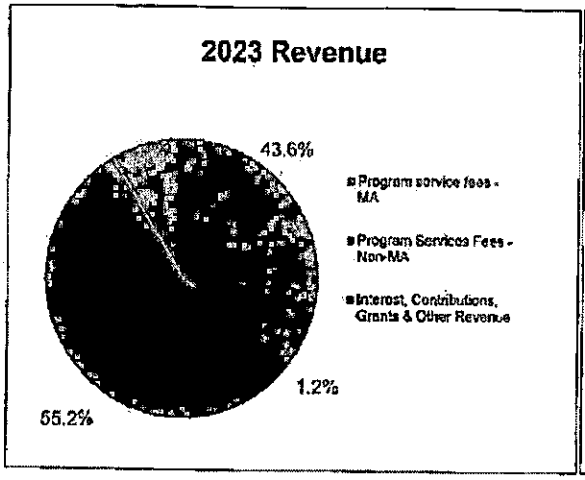
FROM: Leonard, Mulherin & Greene, P.C. - Audit Team

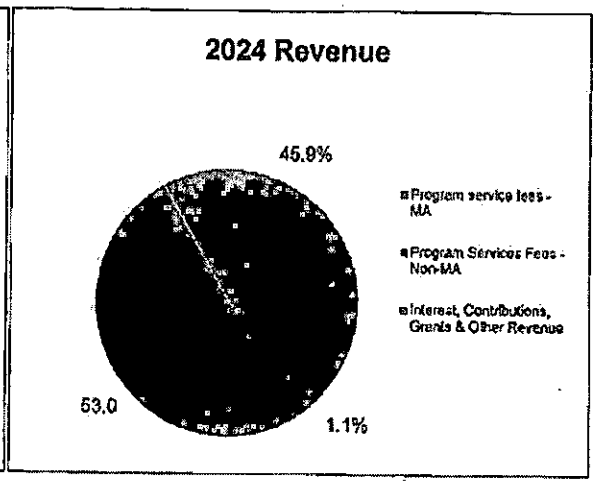
RE: Financial Results and Comments FY 2024

This schedule summarizes support and revenue, expenses and net surplus for FY'23 and FY'24.

	2023	2024	Change
Support and Revenue	14,752,794	14,880,469	127,675
Expenses	14,921,158	14,181,197	(739,961)
Net Surplus (Deficit)	(168,364)	699,272	867,636

The following charts summarize the Organization's major sources of operating revenue in FY'23 and FY'24.





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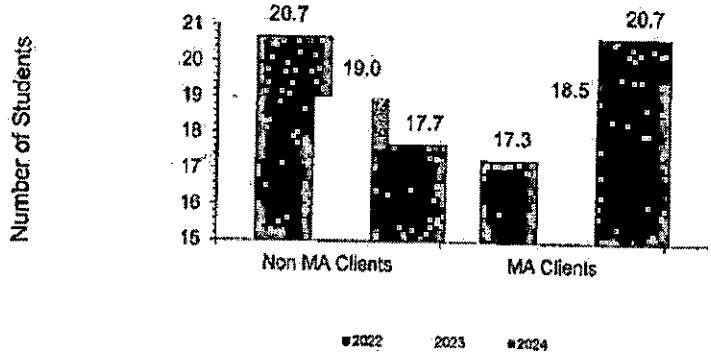
Census

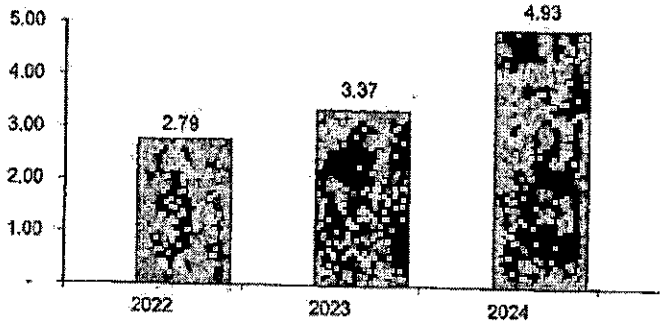


Census - compares FY'24, FY'23, and FY'22 average student census for MA and Non MA clients.

Liquidity ratios indicate how well an organization can deal with immediate cash needs, pay down current debt and provide stability for the future. The following liquidity ratios demonstrate the Organization's balance sheet strength.

Current Ratio

	2022	2023	2024
(Current Assets/	6,262,579	5,700,768	6,058,379
Current Liabilities)	2,246,923	1,690,381	1,227,943
	2.79	3.37	4.93



Current Ratio *(Current Assets/Current Liabilities) - Indicates the amount of liquid assets available to pay current debt or the Organization's ability to meet its current obligations. The higher the ratio, the greater the Organization's liquidity.* ***The Executive Office for Health and Human Services has established a threshold of greater than or equal to 1.0 for the current ratio and has indicated that if an organization does not meet this threshold, a corrective action plan may be required by the principal purchasing***

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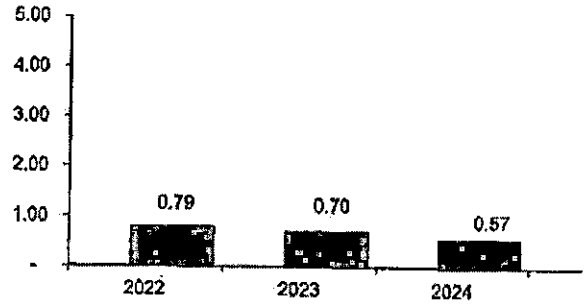
Debt to Equity (Leverage Ratio)

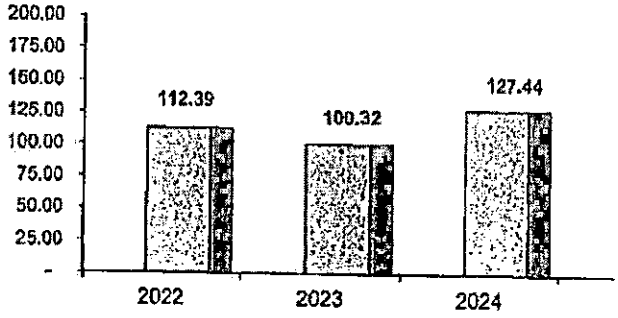
	2022	2023	2024
(Total Liabilities/	5,097,578	4,424,958	3,956,178
Net Assets)	6,454,393	6,286,029	6,985,301
	0.79	0.70	0.57



Debt to Equity (Leverage Ratio) *(Total Liabilities/Net Assets) - measures the relationship of total liabilities and debt to net assets, an indicator of the Organization's financial solvency. The lower the ratio, the more solvent the organization.*

Days Working Capital

	2022	2023	2024
(Current Assets - Current Liabilities *365/	4,015,656	4,010,387	4,830,436
Total Expenses - Depreciation and amortization	13,041,264	14,591,947	13,835,279
	112.39	100.32	127.44



Days working capital *(Current Assets - Current Liabilities * 365/Total Expenses - Deprecation) measures amount of the short-term financial resources remaining if all of the Organization's short-term financial obligations are paid off.* ***The Executive Office for Health and Human Services has established a threshold of greater than or equal to 10 days for the days working capital and has indicated that if an organization does not meet this threshold, a corrective action plan may be required by the principal purchasing agency (DCF).***

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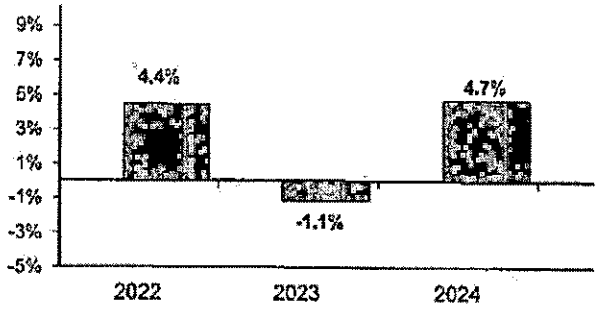
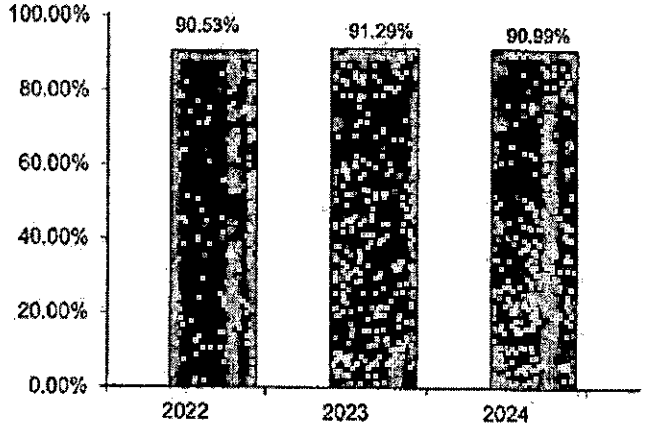
Operating Margin	2022	2023	2024
(Total Revenue & Support - Total Expenses/	623,015	(168,364)	699,272
Total Revenue & Support	14,053,846	14,752,794	14,880,469
	4.4%	-1.1%	4.7%



Operating Margin *- (Total Revenue and Support - Total Expenses/Total Revenue and Support) - measures an organization's profitability that results directly from normal business operations.* ***The Executive Office for Health and Human Services has established a threshold of greater than or equal to a negative 5% (i.e., must be greater than or equal to a loss of 5%) for the operating margin and has indicated that if an organization does not meet this threshold, a corrective action plan may be required by the principal purchasing agency (DCF).***

Other Ratios

Program Ratio	2022	2023	2024
(Program Service Expenses/	12,158,263	13,621,446	12,903,285
Total Expenses)	13,430,831	14,921,158	14,181,197
	90.53%	91.29%	90.99%



Program Ratio *- (Program Expenses/ Total Expenses) - measures the relationship between program expense (funds devoted to the direct mission-related work of the Organization) vs. funds spent on administration.*

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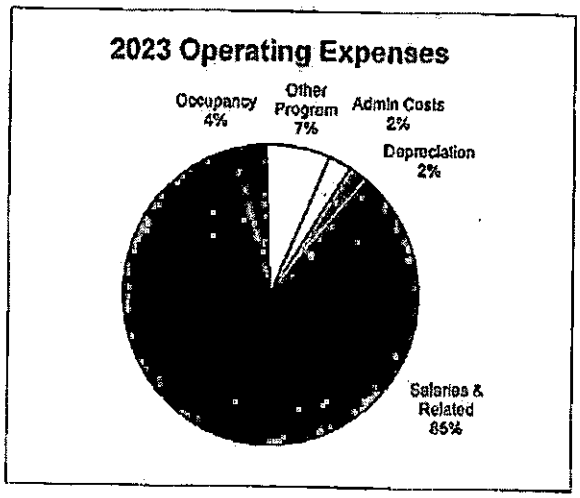
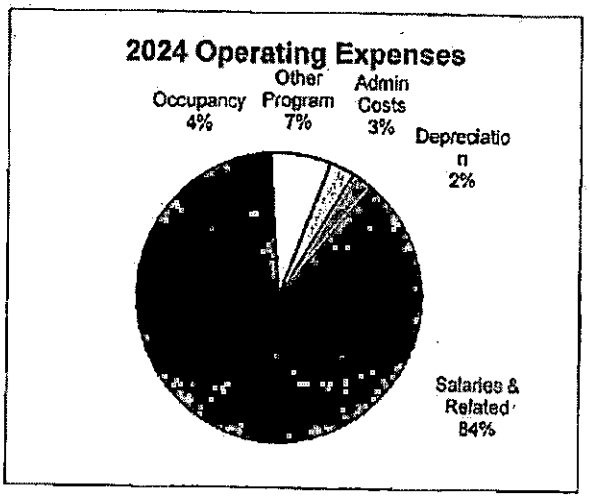
	2020	2021	2022	2023	2024
Salaries & Related	$ 10,376,048	$ 11,098,211	$ 11,269,195	$ 12,618,219	$ 11,945,555
Occupancy	561,002	600,623	481,251	547,407	508,619
Other Program	1,014,747	1,120,826	930,809	1,054,008	984,364
Admin Costs	344,088	403,875	360,009	372,313	396,741
Depreciation & Amortization	299,484	294,324	314,742	329,211	345,918
Total	$ 12,595,369	$ 13,517,859	$ 13,356,006	$ 14,921,158	$ 14,181,197
Salaries & Related	82.4%	82.1%	84.4%	84.6%	84.2%
Occupancy	4.5%	4.4%	3.6%	3.7%	3.6%
Other Program	8.1%	8.3%	7.0%	7.1%	6.9%
Admin Costs	2.7%	3.0%	2.7%	2.5%	2.8%
Depreciation & Amortization	2.4%	2.2%	2.4%	2.2%	2.4%
Total	100.0%	100.0%	100.0%	100.0%	100.0%





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Audited Financial Statements

Docusign Envelope ID: 592088BA-873D-4D0B-B902-B2CC3C2CA6F9

THE WHITNEY ACADEMY, INC.

Financial Statements

Year ended June 30, 2024

DRAFT

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THE WHITNEY ACADEMY, INC.

Financial Statements
Year Ended June 30, 2024

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Leonard, Mulherin & Greene, P.C.
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
The Whitney Academy, Inc.
East Freetown, Massachusetts

Opinion

We have audited the accompanying financial statements of The Whitney Academy, Inc. (a Massachusetts nonprofit corporation) (the "Organization"), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024, 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization 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 the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

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INDEPENDENT AUDITOR'S REPORT
(continued)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

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 judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 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 Summarized Comparative Information

We have previously audited the Organization's 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 7, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leonard, Mulherin & Greene, P.C.

LEONARD, MULHERIN & GREENE, P.C.
Braintree, Massachusetts

November 4, 2024

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THE WHITNEY ACADEMY, INC.

Statement of Financial Position
June 30, 2024
(with comparative totals for 2023)

	2024			2023
	Current Operations	Plant	Total	Total
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	$ 4,246,308	$ -	$ 4,246,308	$ 4,156,363
Accounts receivable	1,667,186	-	1,667,186	1,376,238
Prepaid expenses	144,885	-	144,885	168,167
Total current assets	6,058,379	-	6,058,379	5,700,768
PROPERTY AND EQUIPMENT, at cost, less accumulated depreciation	-	4,858,624	4,858,624	4,975,953
OTHER ASSETS				
Finance lease, right-of-use,net	-	24,476	24,476	34,266
Total assets	$ 6,058,379	$ 4,883,100	$ 10,941,479	$ 10,710,987
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 153,468	$ -	$ 153,468	$ 144,531
Accrued expenses	744,471	-	744,471	1,112,440
Deferred revenue	6,145	-	6,145	166,477
Notes payable, current portion	-	137,283	137,283	100,442
Finance lease liability, current portion	-	14,927	14,927	15,634
Massachusetts surplus revenue obligation	134,536	-	134,536	134,536
Other	37,113	-	37,113	16,321
Total current liabilities	1,075,733	152,210	1,227,943	1,690,381
LONG-TERM LIABILITIES				
Notes payable, net of current portion	-	2,707,661	2,707,661	2,700,298
Finance lease liability, net of current portion	-	20,574	20,574	34,279
Total long-term liabilities	-	2,728,235	2,728,235	2,734,577
Total liabilities	1,075,733	2,880,445	3,956,178	4,424,958
COMMITMENTS AND CONTINGENCIES (Notes 10)				
NET ASSETS				
Without donor restrictions	4,982,646	2,002,655	6,985,301	6,286,029
Total net assets	4,982,646	2,002,655	6,985,301	6,286,029
Total liabilities and net assets	$ 6,058,379	$ 4,883,100	$ 10,941,479	$ 10,710,987

The accompanying notes are an integral part of these financial statements.

Docusign Envelope ID: 592088BA-873D-4D0B-B902-B2CC3C2CA6F9

THE WHITNEY ACADEMY, INC.

Statement of Activities
Year ended June 30, 2024
(with comparative totals for 2023)

	2024	2023
	Without Donor Restrictions	
REVENUE, SUPPORT AND GAINS		
Tuition and program service fees	$ 14,713,092	$ 14,568,579
Contributions and grants	10,216	97,104
Interest income	131,459	75,557
Other income	25,702	11,554
Total revenue, support and gains	14,880,469	14,752,794
EXPENSES		
Program Services		
Residential School	12,903,285	13,621,446
Supporting Services		
Management and general	1,277,912	1,299,712
Total expenses	14,181,197	14,921,158
CHANGE IN NET ASSETS	699,272	(168,364)
NET ASSETS, beginning of year	6,286,029	6,454,393
NET ASSETS, end of year	$ 6,985,301	$ 6,286,029

The accompanying notes are an integral part of these financial statements.

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THE WHITNEY ACADEMY, INC.

Statement of Functional Expenses
Year ended June 30, 2024
(with comparative totals for 2023)

	2024			2023
	Program Services - Residential School	**Management and General**	**Total**	Total
Employee compensation and related	**$ 10,977,712**	**$ 967,843**	**$ 11,945,555**	$ 12,618,219
Occupancy	**490,461**	**18,158**	**508,619**	547,407
Other program/operating	**982,947**	**1,417**	**984,364**	1,054,008
Administrative	**139,841**	**256,900**	**396,741**	372,313
Total expenses before depreciation	**12,590,961**	**1,244,318**	**13,835,279**	14,591,947
Depreciation and amortization	**312,324**	**33,594**	**345,918**	329,211
Total expenses	**$ 12,903,285**	**$ 1,277,912**	**$ 14,181,197**	$ 14,921,158

The accompanying notes are an integral part of these financial statements.

Docusign Envelope ID: 592088BA-873D-4D0B-B902-B2CC3C2CA6F9

THE WHITNEY ACADEMY, INC.

Statement of Cash Flows
Year ended June 30, 2024
(with comparative totals for 2023)

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 699,272	$ (168,364)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation and amortization	345,918	329,211
(Increase) decrease in asset accounts		
Accounts receivable	(290,948)	128,395
Prepaid expenses	23,282	(88,086)
Increase (decrease) in liability accounts		
Accounts payable	8,937	(18,859)
Accrued expenses	(367,969)	(690,330)
Deferred revenue	(160,332)	166,477
Other liabilities	20,792	(5,577)
Net cash provided by (used in) operating activities	278,952	(347,133)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(49,725)	(50,038)
Net cash provided by (used in) investing activities	(49,725)	(50,038)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on notes payable	(124,870)	(104,490)
Principal payments on finance lease liability	(14,412)	(19,841)
Net cash provided by (used in) financing activities	(139,282)	(124,331)
Net increase (decrease) in cash and cash equivalents	89,945	(521,502)
Cash, cash equivalents and restricted cash, beginning of year	4,156,363	4,677,865
Cash, cash equivalents and restricted cash, end of year	$ 4,246,308	$ 4,156,363
SUPPLEMENTAL DISCLOSURE (Note 11)		
Cash paid for interest	$ 133,854	$ 124,299

The accompanying notes are an integral part of these financial statements.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
The Whitney Academy, Inc. (the "Organization") is a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts. The Organization was created to provide education and treatment for developmentally disabled and mentally ill children and adults up to age 22.

Basis of Accounting
The financial statements of the Organization have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Change in Accounting Principle
In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-13, *Financial Instruments – Credit Losses (Topic 326).* This ASU replaces the previous "incurred loss" methodology for measuring credit losses related to certain financial assets and requires the consideration of relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of financial assets. The Organization adopted this standard for the year ended June 30, 2024, which did not have a material impact on the financial statements.

Estimates
The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash, Cash Equivalents and Restricted Cash
For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Custodial Funds Held
The Organization acts as a fiduciary with respect to certain personal client funds it receives as a representative payee. Custodial funds are not the property of the Organization and are, therefore, reported on the Statement of Financial Position as an asset with an offsetting liability.

Accounts Receivable and Allowance for Credit Losses
Accounts receivable are recorded net of any allowance for credit losses. Management considers relevant information about past events, including historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of accounts receivable in connection with estimating any allowance for credit losses. The Organization does not expect it will incur any credit losses and, as a result, an allowance for credit losses has not been recorded.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fair Value Measurements

The Organization applies the provisions of GAAP for fair value measurements of financial assets and financial liabilities, and for fair value measurements of non-financial items that are recognized and disclosed at fair value in the financial statements on a recurring basis. These provisions define fair value as the price that would be received in selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. These provisions also establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Application of these provisions has not resulted in any change in the measurement of the carrying value of the Organization's financial assets or liabilities.

Property and Equipment

Property and equipment are recorded at cost on the date of acquisition or estimated fair market value on the date of donation. Depreciation of property and equipment is provided over the estimated useful life of the respective assets on a straight-line basis as follows:

	Life in Years
Buildings and building improvements	20-40
Land improvements	20
Motor vehicles	3-5
Furniture and equipment	3-10

Expenditures for major renewals and improvements are capitalized, while maintenance and repairs are expensed as incurred.

Leases

The Organization applies Accounting Standards Codification ("ASC") 842, *Leases*, in determining whether an arrangement is or contains a lease at the lease inception. An arrangement is considered to include a lease if it conveys the right to control the use of identified property, plant or equipment for a period of time in excess of twelve months in exchange for consideration. The Organization defines control of the asset as the right to obtain substantially all of the economic benefits from use of the identified asset as well as the right to direct the use of the identified asset. The Organization further determines if its existing leases include finance and operating leases, which are included as right-of-use ("ROU") assets and lease liabilities in the Statements of Financial Position. ROU assets represent the Organization's right to use leased assets over the term of the lease. Lease liabilities represent the Organization's contractual obligation to make lease payments and are measured at the present value of the future lease payments over the lease term. ROU assets are calculated as the present value of the future lease payments adjusted by any initial direct costs, deferred rent liability and lease incentives. ROU assets and lease liabilities are recognized at the lease commencement date. The Organization uses the rate implicit in the lease if it is determinable. When the rate implicit in the lease is not determinable, the Organization uses the risk-free rate as permitted in ASU 2021-09, *Discount Rate for Lessees That Are Not Public Business Entities*. The risk-free rate is applied to all classes of leased assets. Lease terms may include renewal or extension options to the extent they are reasonably certain to be exercised. Lease expense is recognized on a straight-line basis over the lease term. The Organization's lease agreements do not contain any material residual value guarantees or material restrictive covenants and to the extent a lease arrangement includes both lease and non-lease components, the components are accounted for separately. In addition, the Organization applied the short-term lease exemption of not recognizing a ROU asset and lease liability for leases that have terms of 12 months or less.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Assets

Net assets, revenue, support, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Consist of net assets available for use in general operations that are not subject to donor-imposed restrictions.

Net Assets With Donor Restrictions – Consist of net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or the expending of the net assets for particular purposes as specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that the principal is to be maintained in perpetuity (donor-restricted endowment) and only the income from such net assets may be expended as specified by the donor or in accordance with the applicable Massachusetts law. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are released to net assets without donor restrictions when the assets are placed in service. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions. The Organization had no net assets with donor restrictions as of June 30, 2024 and 2023.

Revenue Recognition and Surplus Revenue Retention

Students of the Organization are supported by state and municipal government agencies both within and outside Massachusetts. Therefore, the Organization is subject to the regulations and rate formulas of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division ("OSD"). Revenue is recorded at the Organization's rate of reimbursement as certified by OSD. Tuition revenue is recognized during the year in which the related services are provided to clients. Revenue received in advance of the delivery of services is recorded as deferred revenue.

Under the applicable Commonwealth of Massachusetts regulation, the Organization may not retain an annual surplus in excess of 20% of its Commonwealth of Massachusetts Purchase of Service ("POS") revenues. A surplus in excess of the annual 20% limit is subject to recoupment or may be used to reduce future Commonwealth of Massachusetts POS revenues. During the year ended June 30, 2024, the Organization did not have an annual surplus related to its Commonwealth of Massachusetts POS revenues in excess of the 20% limit allowed. Non-POS revenues are not subject to the regulation but may be subject to other regulatory or contractual limitations

Contributions

Contributions are recognized at the earlier of when received or when the donor declares an unconditional promise to give cash or other assets to the Organization. Conditional promises to give, that is, those with a measurable performance or other barriers to be overcome before the Organization is entitled to the assets transferred or promised, and a right of return or release, are not recognized as contributions revenue until the conditions have been substantially met or waived.

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1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising
Advertising costs, which relate primarily to employee recruitment and promotional materials, are expensed as incurred, and totaled $87,528 and $87,011 during the years ended June 30, 2024 and 2023, respectively.

Functional Allocation of Expenses
The costs of programs and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated include employee compensation and related (consisting of salaries, payroll taxes and benefits), occupancy, various other program and administrative costs, and depreciation. These expenses have been allocated on the basis of estimated time and effort, square footage as well as other reasonable allocation methods.

Tax Status
The Organization is qualified under Section 501(c)(3) of the Internal Revenue Code (the "Code") and is exempt from federal and state income taxes. The Organization is not a private foundation within the meaning of Section 509(a) of the Code. It is an educational organization as described in Sections 509(a)(1) and 170(b)(1)(A)(ii) of the Code.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2021.

Subsequent Events
The Organization evaluated events that occurred after June 30, 2024, the date of the Statement of Financial Position, but before the date the financial statements were available to be issued, November 4, 2024, for potential recognition or disclosure in the financial statements. The Organization did not identify any subsequent events that had a material effect on the accompanying financial statements.

Comparative Financial Information
The financial statements include certain prior year summarized comparative information in total. This information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2023, from which the summarized information was derived.

2 - LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities of its programs as well as the conduct of services undertaken to support those activities to be general expenditures.

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2 - LIQUIDITY AND AVAILABILITY (continued)

At June 30, 2024, financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date consist of the following:

Cash and cash equivalents	**$4,246,308**
Less: Client custodial funds held	**(36,163)**
Accounts receivable	**1,667,186**
Total financial assets available within one year	**$5,877,331**

The Organization also has a line of credit (see Note 8) that allows for additional borrowings of up to $900,000 for working capital purposes. There were no amounts drawn under this arrangement during the years ended June 30, 2024 and 2023.

3 – CASH – CLIENT REPRESENTATIVE PAYEE FUNDS

Cash and cash equivalents includes student funds provided by the Social Security Administration, other funding sources and the students' parents totaling $36,163 and $15,421 at June 30, 2024 and 2023, respectively. The Organization serves as a client representative payee and as such has a fiduciary responsibility over these funds and has recorded an offsetting liability that is included in other current liabilities in the Statement of Financial Position. These funds are held in separate accounts as required by the Social Security Administration.

4 – PROPERTY AND EQUIPMENT

At June 30, property and equipment consisted of the following:

	2024	2023
Land	**$1,326,667**	$1,326,667
Buildings and building improvements	**6,937,836**	6,934,638
Furniture and equipment	**901,850**	947,461
Motor vehicles	**690,807**	406,932
Land improvements	**185,078**	183,780
	9,942,238	9,799,478
Less accumulated depreciation	**(5,083,614)**	(4,823,525)
	$4,858,624	$4,975,953

5 – ACCRUED EXPENSES

At June 30, accrued expenses consisted of the following:

	2024	2023
Payroll and related	**$ 240,915**	$ 183,087
Vacation and holiday	**503,556**	563,178
Funding source overpayments	**-**	366,175
	$ 744,471	$1,112,440

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6 – NOTES PAYABLE

At June 30, notes payable consisted of the following:

	2024	2023
Mortgage note payable to Bristol County Savings Bank (the "Bank") secured by certain real property and payable in monthly installments of principal and interest totaling $13,436. Interest rate is equal to 4% through April 2026, at which time the interest rate will be adjusted to FHLB Boston 5 Year Classic Regular Advance Rate plus 2.75% (not less than 4%), adjusting every five years until the note's maturity in April 2041.	**$2,332,590**	$2,397,523
Mortgage note payable to the Bank secured by certain real property and payable in monthly installments of principal and interest totaling $1,962 for the first five years. Interest rate is equal to 4.50% through June 2027, at which time the interest rate will be adjusted to FHLB Boston 5 Year Classic Regular Advance Rate plus 2.5% (not less than 4.5%), adjusting every five years until the note's maturity in June 2042.	**288,492**	298,578
Notes payable to various lenders at interest rates ranging from 7.09% to 11.82%, secured by certain vehicles and equipment and payable in monthly installments of principal and interest ranging from $133 to $856, maturing at various dates through September 2028.	**223,862**	104,639
	2,844,944	2,800,740
Less current portion	**(137,283)**	(100,442)
	$2,707,661	$2,700,298

Long-term debt maturities are as follows for the years ending June 30:

2025	**$ 137,283**
2026	**146,110**
2027	**177,319**
2028	**171,635**
2029	**137,490**
Thereafter	**2,075,107**
	$2,844,944

The Organization reported interest costs on notes payable of $132,484 and $122,286 for the years ended June 30, 2024 and 2023, respectively.

7 –LEASES

Finance Lease

The Organization maintains a finance lease for copiers with a lease expiration date of September 30, 2026.

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7 –LEASES (continued)

Finance Lease (continued)
As of June 30, 2024 and 2023, assets recorded under the finance lease totaled $48,952 with related accumulated amortization of $24,476 and $14,686, respectively, which was accounted for in accordance with ASC 840. Amortization expense of the assets recorded under the finance lease totaled $9,790 and $13,233 for the years ended June 30, 2024 and 2023, respectively.

The weighted-average remaining lease term related to the Organization's finance lease liability as of June 30, 2024 and 2023 were 2.25 years and 3.25 years, respectively, and the discount rate is 3.25% for each year.

Finance lease liability maturities as of June 30, 2024, are as follows:

2025	$15,820
2026	15,820
2027	3,956
Total undiscounted lease payments	35,596
Less: imputed interest	(95)
Total finance lease liability	35,501
Current portion	(14,927)
Long-term portion	$20,574

The interest expense on the finance lease obligation was $1,370 and $2,013 at June 30, 2024 and 2023, respectively.

Short-Term Leases
Lease expenses from short-term leases with terms less than 12 months totaled $12,533 and $54,606 for the years ended June 30, 2024 and 2023, respectively.

8 – LINE OF CREDIT

The Organization maintained a line of credit agreement with a borrowing limit of $900,000 to support the Organization's short-term working capital needs. Payments of interest on the outstanding principal are due monthly at the bank's corporate base rate plus 1% with a floor of 4% (9.50% and 9.25% as of June 30, 2024 and 2023, respectively) with any principal balance due on demand. At June 30, 2024 and 2023, there was no outstanding balance.

9 – RETIREMENT PLAN

The Organization maintains an employer-sponsored Internal Revenue Service approved Group Annuity Contract Retirement Plan (the "Plan") for the exclusive benefit of its employees and their beneficiaries. Employer contributions to the Plan by the Organization are discretionary and determined annually by the Organization's Board of Directors. Contributions are allocated among all employees with one or more years of service based on length of service. Only qualifying employees employed on the last day of the fiscal year are entitled to their allocable share of the contribution.

There were no discretionary contributions by the Organization for the years ended June 30, 2024 and 2023.

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10 – CONTINGENCIES AND CONCENTRATIONS OF CREDIT RISK

Contingencies

In accordance with the terms of its contracts with the Commonwealth of Massachusetts, the records of the Organization are subject to audit. Therefore, the Organization is contingently liable for any disallowed costs. Management believes that any adjustments that might result from such an audit would be immaterial.

Concentrations of Credit Risk

The Organization maintains its cash 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 credit risk on cash and cash equivalents.

A significant portion of the Organization's revenue and receivables are from purchasing agencies and cities and towns within the Commonwealth of Massachusetts, other New England states, the State of New York, the State of Minnesota and the State of Alabama.

11 – SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

During the year ended June 30, 2024, the Organization acquired assets by utilizing note payable agreements totaling $169,074.

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The Whitney Academy, Inc.
Board Members

FY 2025

Kevin Marques – President and Treasurer
Executive Director, Whitney Academy, Inc.

Elizabeth A. O'Keefe, Corporate Secretary/Clerk
Business Manager, Whitney Academy, Inc.

Judy Mulrooney, Board Member
Director of Special Education, Taunton High School

Stephen Potts, Board Member

Neil Kolikof Board Member
Accountant

Richard Wentzel –

Sheila Haight Harmon

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JoAnne M. Waite, LMFT
[redacted]

QUALIFICATIONS

The diverse work experience I have has enabled me to be an extremely confident and trustworthy person. I believe my leadership abilities, empathy and honesty has provided me with the opportunity to work with a diverse population in an intellectual environment. I work cooperatively with healthcare agencies and stakeholders in Rhode Island and Massachusetts; DCYF, Family Services of Rhode Island, Day One, Attorney General and Crossroads, that provide multi-cultural and multi-disciplinary support services that foster personal growth of youth, adults and their parents/guardians.

The ability to communicate in order to provide a wide range of training and development to professionals and paraprofessionals has afforded me the opportunity to collaborate with a wide variety of healthcare agencies and stakeholders in Rhode Island and Massachusetts, that represent community organization to better support young people and their families in need. In my work with a variety of family systems, community and correctional agencies and outreach organizations, I have facilitated many projects to develop and implement programs and resources that enhance interpersonal safety, social skills groups, anger management and skills streaming, in order to develop positive behavioral interventions and increase awareness. Within the capacity of a practicing clinician in public schools, residential and in private practice, I have worked with a variety of people in their quest for spiritual, moral and ethical enrichment and strategies to achieve academically and socially. I have extensive experience in the oversight and development of all aspects of clinical and community training and outreach functions of the center, focusing on complying with licensing, legal, and ethical standards of practice in order to be responsible for planning, developing, directing, coordinating and administrating a comprehensive regional service delivery system oriented toward maximizing the efficiency and availability of both private and public services to children youth and their families. Throughout my career, I have demonstrated commitment to statewide program of social services for families, children and adults, including child welfare services, day care, work incentive, family planning, and homemaker services, mental health services and juvenile and adult probation services.

WORK HISTORY

Clinical Director, Day One, Providence, RI — October 2017-Current

The Clinical Director is responsible for the development, implementation, oversight and evaluation of all Day One clinical services, as well as for the management and supervision of the Rhode Island Children's Advocacy Center (CAC) and Clinical Supervisors. Principal duties and responsibilities include developing and implementing a strategy for growth and expansion of Day One clinical services within the scope of the strategic plan. Ongoing assessment of clinical needs of Day One clients. Recruits, hires, and supervises clinical staff and interns. Develops and implements state-of-the-art, evidence-based, trauma-focused treatment strategies for the out patient and group clinical program. Provides trauma-focused treatment to survivors of all ages of sexual abuse and exploitation. Develops, implements, and evaluates all clinical and CAC operations policies and procedures. Assures proper maintenance of all clinical records, statistics, and reports in compliance with local, state, and federal laws and funding requirements. Develops and monitors annual clinical program budget. Collaborating in order to foster effective relationships with all appropriate community stakeholders, including clinical programs, educational and medical institutions, state agencies, insurance companies, and key community leaders. Serves as spokesperson for Day One to media, community groups, organizations, funding sources, and elected officials as required through public speaking, presentations and trainings. Provides consultation and community outreach to professional colleagues, community groups, organizations, or individuals seeking assistance in issues related to sexual abuse.

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Clinical Consultant, Greater Lakes Children's Alliance, Bedford, New Hampshire April 2019 – Current

The clinical Consultant is responsible for the development and implementation of behavior health services within the Children's Advocacy Centers at Greater Lakes Children's Alliance. Recruits, hires, and supervises clinical staff and interns. Develops and implements state-of-the-art, evidence-based, trauma-focused treatment strategies for the out patient and group clinical program. Provides trauma-focused treatment to survivors of all ages of sexual abuse and exploitation. Develops, implements, and evaluates all clinical and CAC operations policies and procedures. Assures proper maintenance of all clinical records, statistics, and reports in compliance with local, state, and federal laws and funding requirements. Develops and monitors annual clinical program budget. Collaborating in order to foster effective relationships with all appropriate community stakeholders, including clinical programs, educational and medical institutions, state agencies, insurance companies, and key community leaders.

Clinical Director, Boys Town New England January 12, 2015 – October 2017

The Clinical Director at Boys Town New England provides the support and clinical/educational treatment direction of the youth in the Boys Town Family Homes Program and Boys Town Foster Family Services. The Clinical Director collaborates and supports the Residential Director and Foster Family Services Director in making recommendations, referrals for evaluations, clinical assessments and on-going group or individual treatment, depending on the goals and objectives. The Clinical Director supervises the Clinical Support Specialists in their therapeutic approach to supporting the youth in the care of Boys Town New England. The Clinical Director also has the responsibility to communicate with other outside clinical providers as well as the Portsmouth School District, in order to manage and facilitate collaborative treatment within the Boys Town model of care. The Clinical Director renders the therapeutic services to the youth (ages 18 months - 18 yo.) and families in order to identify needs in development and foster a better understanding of how to obtain the goals in school, life skills, and at home utilizing a multi-systems cognitive behavioral approach.

Clinician, Dr. DayCare Family, Inc. June 2010 – September 2014

As a part of a team, I collaborate to create behavior management plans to improve student behavior. The students range in age from 3 years old to 13 years old. In cooperation with classroom teachers, social workers, psychologists and various family resources in Rhode Island, the behavior plans are created, implemented and monitored by the clinician. When necessary, I will participate and provide assessments and feedback regarding the child's progress in larger system team meetings with school districts, focusing on IEP's, DCYF and CEDARR, in the areas of Pawtucket, Woonsocket, Lincoln and Warwick. The clinical role requires assistance to all students, individually or in groups, to develop personal/social/behavior goals and conjointly meet with the parent/guardian to address concerns and achievements.
On a monthly basis I lead training, workshops and other professional development activities to on line staff at the agency. The schedule for these trainings and workshops are focused on learning new approaches and techniques to better manage the children in our care. Paperwork and assessments are an essential part of the clinical position as well as maintaining the child's record in accordance with DHS regulations. When in the classroom setting, I provide direct feedback and support to the classroom staff and assist in any behavioral issues that may arise. In managing the cases it is equally as important to develop strong connections and positive relationships with both the classroom staff and the children.

Clinician, Ocean State Psychotherapy, Inc. May 2003-June 2010

A Licensed Marriage and Family Therapist providing clinical services to children, adolescents, young adults, families, and couples. I facilitated groups on a regular basis for children, adolescents and young adults. Specific themes of the groups deal with conflict resolution, self-esteem, social skills, healthy coping skills, resolving eating disorders, healthy sexuality, and many more, focused on empowering adolescents and young adults, especially females, to make healthy choices.
A vital part of the therapy process was implementing and evaluating assessments to determine a diagnosis and create a treatment plan that would enable the client to be successful in achieving their therapeutic

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goals. As the Clinical Manager at OceanState Psychotherapy, Inc., I also facilitated meetings and implemented various trainings and workshops to other clinical staff. We would collaborate as a team to review cases and provide important supervision on difficult cases. While in private practice, I facilitated sex offender specific treatment groups with adult males on parole and probation. I also provided trauma focused therapy to families living with a sex offender. During this time frame, I provided sexual abuse evaluations and sex offender risk assessments for state probation and parole focused on adjudicated male juvenile offenders.

Unit Director, The Stetson School, Inc. December 1999-2003

The Stetson School is a residential treatment facility for adolescent males ranging in age from 10-18 years, who have been adjudicated for a sexual crime. The Unit Director responsibilities include supervising and coordinating treatment focused activities for the Main/Ryder Team, which consists of 24 students and 25 staff. As the Unit Director, I had the opportunity to develop and implement treatment oriented programming in order to improve the team knowledge, performance and morale, when treating the adolescent sex offender population.

By developing staff and utilizing the strengths of the team, the team then demonstrated a commitment to working more cooperatively and effectively with each other. In addition to developing new programming, the Unit Director works cooperatively with the Program Team in assigning caseloads, training staff, leading the student's treatment, assessing the students risk to re-offend, and providing training in new policies and procedures, as well as community outreach.

While in this role of Unit Director, I supported and coached both staff and students to address the social, emotional and behavioral needs of the students. Our agency had residents from upwards of 13 different states and it was imperative for me to be up to date on treatment plans, IEP's, parole/probation guidelines and other requirements to support the student in their success. While employed at the Stetson School, I facilitated the development of a high and low ropes course in cooperation with the Project Adventure Team. The ropes course enabled us to create an alternative form of team building and to provide both staff and students with a challenging and empowering opportunity to increase their self-esteem.

Clinician/Art Therapist, Adult Correctional Institute June 1998-December 2014

The role of clinical art therapist at the corrections facility allows me the opportunity to work with the adult male sexual offender population. The role allows me to facilitate relapse prevention groups and art therapy groups focused on increasing self-esteem, grieve therapy, anger management, and resolving trauma. I work as a part of the Sex Offender Treatment Program organized and implemented by Peter Loss. The experience I have gained as an Art Therapist and Clinician has been tremendous. I have the ability to assess the group members and establish goals to fit their needs, as well as the ability to administer and assess sex offender specific evaluations and assessments that determine risk to re-offend. (Static/Stable)

Clinician, The Stetson School, Inc. March-December 1999

As a clinician on the Alden/Johnson Team, I was responsible for providing treatment to 12/15 adolescent male sex offenders, ranging in age from 13 to 17 years old. The clinician provides direct psychological care to the individuals during weekly sessions and in a group setting. Additional duties included planning, developing, assessing, and implementing individual treatment plans and evaluating the individuals progress in treatment. The team worked collaboratively to develop effective programming and to review each case to ensure the appropriate services were being provided. Personal development was in the form of attending numerous training, conferences, and individual supervision.

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Art Therapist, Elizabeth Buffum Chace House January 1995-1999
The art therapy group was developed five years ago for children and adolescents, age 5 to 17, who have been victims of domestic violence and/or sexual abuse. The group's curriculum focused on developing appropriate skills to express emotion, enable the child/adolescent to understand the trauma and to give them alternatives to acting out behaviors. The art allows the child/adolescent to process their experiences and to interrupt the cycle of abuse.

AmeriCorps School Liaison, Rhode Island Children's Crusade September 1996-1999

A division of President Clinton's domestic Peace Corps. This year of service requires the liaison to make personal connections with Crusaders, ages 12-15, parents, teachers, guidance counselors, and other community representatives. These connections are made in order to connect Crusaders to appropriate services and to assist Crusaders in developing age appropriate academic, social and employable skills. All work is accomplished through cooperating with a multi-disciplinary team within the agency and the community. Assessing and developing a support network with the Crusaders and their community includes developing and implementing after school programs focusing on personal/social development skills, community service and behavior modification. The year of service also included personal volunteer work as an active advocate for The Rape Crisis Center, and participating in ongoing personal development training.

I have continued to support the AmeriCorps NEISP (National Early Intervention Scholarship Program) Program in the capacity of being a facilitator and coach. The role requires a great deal of high performance team training, organization and implementation of goals and objectives. The goals and objectives of the program are executed by a staff of 8/10, with support from the coach and facilitator. The leadership responsibilities are to measure and evaluate the staff, ensure outcome objectives are being managed appropriately, and to allow the children to grow and learn from their peers and role models.

Special Education Instructor, EastConn PACE Program September 1990-1994

A private pro-active cooperative education program, providing day services to behavioral/emotional disordered children and adolescents. Responsibilities included organizing, developing and implementing individual education plans for a variety of academic subjects and levels. Developing and implementing individual behavior plans, coordinating daily plans for client and staff development and monitoring data based behavior management plans. Trans-disciplinary team meetings were instrumental in focusing on the students program. In addition to educational aspects of the curricula, I created the art program for the five classrooms, coordinating and fulfilling weekly activities to promote growth and self-esteem.

E D U C A T I O N
University of Rhode Island
Masters Marriage and Family Therapy
1997- 1999

Springfield College
Masters in Art Therapy
1994-1996

State University of New York, New Paltz
BFA Art History
1984-1988

Current Licensure
Licensed Marriage and Family Therapist/State of New Hampshire (LMFT) #245
Licensed Marriage and Family Therapist/State of Massachusetts (LMFT) #1223
Licensed Marriage and Family Therapist/State of Rhode Island (LMFT) #00086
Licensed Marriage and Family Therapist/State of Florida (LMFT) # MT3134
Certified School Psychologist of Rhode Island #63657

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Professional Memberships
Association for the Treatment of Sexual Abusers (ATSA)
Clinical member
American Art Therapy Association (AATA)
Clinical member
American Association of Marriage and Family Therapy (AAMFT)
Clinical Member / Approved Supervisor
National Association for Forensic Counselors (NAFC)
Certified Clinical Criminal Justice Specialist
Rape Aggressive Defense (R.A.D.) Instructor/Director of Rhode Island Chapter
Resisting Aggression Defensively(r.a.d.KIDS) Kids Instructor

Professional Certifications
Eye Movement Desensitization and Reprocessing (EMDR)
Dialectical Behavior Therapy (DBT)
Rape Aggressive Defense (RAD) Instructor
radKIDS Instructor
Project Adventure Facilitator
Therapeutic Crisis Intervention (TCI)
Deviant Arousal Training
Neurofeedback Provider
AAMFT Approved Supervisor
Trained/Provider: CFTSI (Child and Family Traumatic Stress Intervention)
Trained/Provider: Choose Love Curricula
Trained/Provider: Peace Love Creator (national expressive art therapy program)
Trained/Provider: Vicarious Trauma Trainer
Trauma Focused Cognitive Behavioral Therapy (TF_CBT)

Professional References

Rachel Thorpe, LICSW
[redacted]

Pamela O'Neill, LICSW
[redacted]

Peter Loss, LSW
[redacted]

Tammy David, East Providence Police Department
[redacted]

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KEVIN S. MARQUES

[redacted]

PROFILE: NON-PROFIT LEADERSHIP

- MBA, MSP, CPA, Doctorate (Candidate) Educational Leadership

Highly accomplished individual with passionate commitments to making a difference, professional development, and public service. Solutions-driven strategist with proven ability to develop vision and execute on goals. Effective leader, adept at inspiring others, demonstrating superior decision-making skills, and gaining stakeholder support for new initiatives. Extensive financial, business, and technical acumen complemented by unique administrative, academic, and clinical knowledge.

CORE COMPETENCIES

- Strategic Planning
- Risk Mitigation
- Executive Reporting
- Change Management
- Finance/Accounting/Budgeting
- Staffing/Training/Leadership
- Presentations/Negotiations
- MIS Management/Support
- Operations Management
- Policy/Program Development
- Project Management
- Community Leadership

PROFESSIONAL EXPERIENCE

Whitney Academy, East Freetown, MA **2009 – Present**

State-of-the-art, not-for-profit residential treatment center accredited by the Joint Commission

Executive Director (2019- Present)

Assistant Executive Director (2018 – 2019)

Chief Financial Officer (2015 – 2018)

Assistant Controller (2012 – 2015)

A/R Clerk (2011 – 2012)

A/P Clerk (2009 – 2010)

Summary of Responsibilities:

- Manage financial, accounting, and regulatory operations spanning 5 residential, school, and administrative facilities. Control organizational cash flow and capital expenditures.
- Prepare and administer annual $10M+ budget and UFR, approved by Board of Directors.
- Conduct financial planning and analysis, with a focus on cost control and risk mitigation.
- Design, implement, and monitor internal controls and other agency-wide policies.
- Review and audit all accounting transactions for integrity and accuracy.
- Generate financial statements and analytical reports for external auditors.
- Oversee Management Information Systems, including Accounting and Payroll software (Blackbaud & ADP), VPN, VMWare, firewalls, wi-fi, and security.
- Provide status reports, key findings, and recommendations to Executive Director.

Selected Financial & Business Achievements:

- **Significantly increased profitability** through expert forecasting and proactive monitoring.
- **Strengthened internal controls** to prevent fraud and conflict of interest.
- **Doubled cash balances,** improved cash flow, and maintained superior cash position.
- **Developed budgetary allocation for multiple departments** including Residential, Education, Administration, Medical, and Maintenance.
- **Proposed and secured buy-in** to bring outsourced Payroll in-house, saving $20K annually.
- **Generated cash savings that enabled purchase of 2-3 properties** for residential, administrative, and school expansion; identified space and negotiated a bargain price.
- **Financial Project Leader** on integration of Payroll into centralized HR/ADP system.
- **Created a disaster recovery program** that identified vulnerabilities, and implemented action plans to reduce risk of down time and lost revenue.

Selected Leadership Achievements:

- **Earned rapid promotions** from an individual contributor to leadership roles.
- **Informally held joint responsibility as Co-Executive Director** during leave of absence.
- **Stepped up to manage MIS function** and became a "go to" resource for technology users; trained and provided leadership to IT coordinator.
- **Advisor to Executive Director and HR Director** on pending or possible litigation actions.

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- **Initiated weekly/bi-weekly meetings with key departments**, including Admissions and Recruiting, to better understand their operations, needs, and expenses.
- **Managed 3 employees at peak:** A/R Clerk, A/P Clerk, and Accounting Supervisor.

COMMUNITY LEADERSHIP

MAAPS (Massachusetts Association of 766 Approved Private Schools) 2015 – Present

Professional Development Group Committee Member

Contributed to the development and implementation of professional development activities for all 5 members: Executive Managers, CFO/Business Managers, Education Directors/Principals, and Clinical/Residential Directors.

- **Planned and orchestrated 6 workshops annually,** each attended by 20-60 leaders.
- **Screened presenters** to determine competency in specific field.
- **Optimized workshop attendance** through cost-effective pricing and interactive training.
- **Measured effectiveness of workshops** and assessed feedback for expectations.
- **Retrenched program budget** to receive maximum results.

VOLUNTEER ACTIVITIES

Active Red Cross Volunteer
Income Tax Assistance (VITA)

School on Wheels

TECHNICAL SKILLS

MS Office Suite (Word & Excel), Adobe Photoshop, QuickBooks, Blackbaud, Microsoft Dynamics SL (Solomon), Crystal Reports, ADP Payroll, SharePoint, WebEx, PC Repair, VPN, Security, Firewalls

CERTIFICATIONS

CPA, Certified Public Accountant - Massachusetts
Massachusetts Notary Public
Training for Intervention Procedures (TIPS)

EDUCATION

Doctorates in Educational Leadership, 2017 – Present; anticipated graduation, 2020
Southern New Hampshire University, Hooksett, NH

General Master Level Psychology Courses, 2017 – Present
Grand Canyon University, Phoenix, AZ

MBA, Masters in Business Administration, GPA 3.778/4.00
University of Massachusetts Dartmouth, North Dartmouth, MA, 2009-2011

Bachelor of Science, Accounting, Magna Cum Laude, Major GPA 3.820/4.00
University of Massachusetts Dartmouth, North Dartmouth, MA, 2005-2009

Bilingual: Fluent in English & Portuguese

✦ ✦ ✦

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[redacted]

Nicole Parent, M.Ed.

Program Director, Whitney Academy, Inc.

EDUCATION

Master of Education, Education Leadership and Management
January 2003

Bachelor of Arts, Special Education
Bridgewater State University - May 1996

EMPLOYMENT HISTORY

Director of Program Services (October 2013 – Present)
Whitney Academy, Inc.

- Supports staff and organizational committees with practices and programming that reduce recidivism and encourage positive behavior change.
- Supervise administrative systems, reporting, and other data collection
- Ensure contractual obligations and compliance with all standards, laws, and ordinances
- Ensure all standards, procedures and protocols are implemented as defined
- Oversee and support all departmental directors
- Monitor and evaluate all day-to-day activities and program needs

Education Director (November 2002 - October 2013)
Whitney Academy, Inc.

- Managed department of 20+ Teachers, Aides, and other direct service providers

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- Ensured compliance with regulations set forth by licensing authorities (i.e. DESE, EEC, etc.) and with contractual obligations of placing agencies (i.e. DCF, DHHS, etc)
- Monitored IEP related programs to ensure accurate and consistent implementation
- Collaborate, manage and evaluate systems to ensure the achievement of student IEP goals and related progress measures
- Plan, organize, and administer special education programs, including curriculum review and implementation, technical assistance to staff, and program development and evaluation

Special Education Teacher (February 1998- November 2002)
Whitney Academy, Inc.

- Provided classroom and individualized instruction based on student needs
- Conducted evaluations in preparation for IEP development
- Monitored IEPs to ensure accurate and consistent implementation
- Trained and supervised Teacher Aide working in the classroom
- Provided written student reports and presented student progress at team meetings

Special Education Teacher (September 1996- June 1997)
Bristol County Agricultural High School

- Provided 9th grade English and Science instruction in self-contained classrooms
- Co-taught 10th grade inclusive classroom
- Provided verbal reports to parents

REFERENCES

References are available on request

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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: WHITNEY ACADEMY, INC.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Dr. Kevin Marques	Executive Director	$21,935.61	$210,307.00
Nicole Parent	Program Director	$13,751.36	$131,841.00
JoAnne Wait	Clinical Director	$11,392.42	$109,245.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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ARC

32C

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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	166896	In/Near Hillsborough, Manchester, Keene, Concord, and Rockingham County	$6,960,555.00	($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

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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:	$189,715,697.18	$89,228,148.00	$278,944,045.18	

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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.

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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.

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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 Whitney Academy, 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:

   $ 7,650,388

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	• 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)*

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 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

23. Modify Exhibit C, Payment Terms, Subsection 4.1., by adding Paragraph 4.1.2., to read:

4.1.2. Clothing allowance daily rate of $3.72 effective July 1, 2023 included in rate.

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: $7,650,338.00

4.5.2. SFY 22: $2,129,059.00

4.5.3. SFY 23: $2,129,059.00

4.5.4. SFY 24: $1,696,135.00

4.5.5. SFY 25: $1,696,135.00

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

Whitney Academy, Inc.

11/29/2023
Date

DocuSigned by:
Elizabeth O'Keefe
Name: Elizabeth O'Keefe
Title: Business Manager

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023

DocuSigned by:
Robyn Guarino
71873181191149D...

Date

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. Shibinette
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

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Nashua Children's Home Nashua, NH (VC# TBD)	Nashua, NH	3,268,320.00	3,268,320.00	3,268,320.00	9,804,960.00
Pine Haven Boys Center Suncook, NH (VC# TBD)	Suncook, NH	4,141,178.17	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:	$49,869,840.18	$47,654,687.00	$47,654,687.00	$145,276,814.18

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.

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Because the Bridges System is used to process and monitor payments for these agreements, no purchase order number is assigned. The New Hampshire First System will not be used to encumber these funds.

Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below:

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES – 100% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT – 50% Federal Funds and 50% General Funds

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-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

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

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Individuals may have specialty care needs, including intellectual and developmental disabilities, fire setting behaviors, problematic sexual behaviors, highly aggressive behaviors, past attempts of suicide or significant self-harm. A qualified assessor will determine whether children and youth receiving services provided in the family home are eligible for the residential levels of care. Approximately 400-500 individuals will be served annually through June 30, 2024.

The Contractors will provide varying residential treatment levels of care ranging from levels one through four, with four being the most intensive treatment. All Contractors will provide services that are family-driven, youth-guided, community-based, trauma-informed, and culturally and linguistically competent in accordance with RSA 135-F. Depending on the level of care, Contractors will provide services that may include but are not limited to:

- Residential/milieu services through direct care professionals;
- Trauma-informed treatment models including evidence based practices;
- Mental health/clinical services provided by clinical staff;
- Educational services, as approved by the Department of Education;
- Independent living/employment support;
- Positive Youth Development/Recreational opportunities;
- Safety and supervision; and
- Care coordination of all needs including medical/dental and other needs.

The Department will monitor contracted services by collecting data on referrals, family and youth engagement, quality of treatment, and transition and discharge; conducting site visits; and reviewing client files. The Department will also monitor the following:

- Rapid Acceptance of Referrals;
- Reduction of Restraint and Seclusion;
- Improvement of Child and Adolescent Needs and Strengths (CANS) scores;
- Reduction of lengths of stay; and
- Reduction of staff turnover and retention of quality staff.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 12/11/2020 through 3/8/2021. The Department received forty-nine (49) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. This requested action includes nine (9) contracts and the Department plans to submit seven (7) additional contracts to a future Governor and Executive Council meeting.

As referenced in Exhibit A Revisions for Standard Agreement Provisions of the attached contracts, the parties have the option to extend the agreements for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department's Residential Treatment Transformation will not be able to move forward, which could:

- Limit the amount of federal funding that the Department would have access to through the Family First Prevention Services Act and IV-E;

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- Impact implementation of required trauma-informed models and evidence-based models for residential treatment programs;
- Impact the quality of services available to children and youth;
- Prevent in-state providers from accepting New Hampshire children and youth due to limited funding, which may result in referrals to out-of-state providers, limit the ability of youth to return home, and increase service costs.
- Impact the ability of the Department to implement RSA 135-F and support access to treatment for all youth.

Areas served: Statewide.

Source of Funds: CFDA #93.658, FAIN #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

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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	93
2	Dover Children's Home	Pilot House	82
3	Home for Little Wanderers	Hillsborough Village program	47
4	Home for Little Wanderers	Village Apartments	65
5	Monitor ABI (NeuroRestorative)	NeuroRestorative NH	disqualified
6	Orion House Incorporated	Orion House	56

Reviewers Name and Title

1 Robert Roder, Administrator for DCYF

2 Richard Sarette, Administrator for DCYF

3 Steven Baker, Program Specialist IV, CSH

4 Paige Morgan, Youth Voice

5 Tanja Godfrey-Bain, Business Administrator, Finance

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposals: 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	Doors/Program	TOTAL SCORE
1	Chase Home	Portsmouth	85
2	Dover Children's Home	Dover	91
3	Home for Little Wanderers	Unity House	78
4	Home for Little Wanderers	Keene House	73
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. Anns Home, Inc.	St. Ann's	96
10	Webster House	Webster	75

Reviewers Name and Title

1 Megan Sheehan, Program Specialist IV, DCYF

2 Hannah Maynard, Program Specialist IV, DCYF

3 Kara Bunton, Administrator, DCYF

4 Tarla Oosthuizen, Business Administrator, Finance

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New Hampshire Department of Health and Human Services
Bureau of Contracts & Procurement
Request for Proposals Summary Score Sheet

PROJECT TITLE	Child-Level Treatment Services for Children's Behavioral Health
PROJECT NUMBER	05-95-2021-BOH-12-HEAD
LEVEL OF CARE	Level 3

	Provider Name	Location Name	Total Score
1	Devereux Foundation	Devereux Level 3 residential	94
2	Easter Seals	NJ Boys - Intensive	89
3	Easter Seals	Doylestown - Intensive	87
4	Easter Seals	Rockville - Intensive	86
5	Easter Seals	NJ Girls - Intensive	85
6	Home for Little Wanderers	Shelton	79
7	Maine DHS (Haven Restoration)	Haven	63
8	Mount Prospect Academy, Inc.	Option A Adv Warrior	93
9	Mount Prospect Academy, Inc.	Option A Half Farm Plus	92
10	Mount Prospect Academy, Inc.	Option A MP3 Runway	92
11	Mount Prospect Academy, Inc.	Option A Running Pack	89
12	Mount Prospect Academy, Inc.	Option C Core Hangars	85
13	Mount Prospect Academy, Inc.	Option C Core Plus	84
14	Mount Prospect Academy, Inc.	Option D Fully Core Complete	83
15	Pine Haven Boys Center	Pine	91
16	Providence Academy & Family Services	YDP	95
17	Providence Academy & Family Services	YDP	95
18	Providence Academy & Family Services	YDP	95
19	St. Anne Home, NY	Option A	97
20	St. Anne Home, Inc.	Level 3, Option C	93
21	Sunrise Ranch, Inc.	Ranch	79
22	Universal Partnership Initiative, Inc.	Maxwell	91
23	Wellsley Academy Inc.	Option A	93

Reviewers Name and Title

1 Amy Lambert, Program Specialist IV, CCH

2 Roberta Reed, Program Specialist IV, CCH

3 Kathleen Reed, Program Specialist IV, CCH

4 Jessica Rossman, Administrator, DCYF

5 Amy Leonard, Administrator, Primrose

6 Rebecca Hamm, Financial Reporting Mgr.

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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 ADI (NeuroRestorative)	Option B CBAT	93
2	Mount Prospect Academy, Inc.	Option A Bobs Mitchell Pilot	89
3	Mount Prospect Academy, Inc.	Option D ERT Compton	88
4	Mount Prospect Academy, Inc.	Option D ERT Hampton	90
5	St. Anns Home, Inc.	Option B CBAT	91
6	St. Anns Home, Inc.	Option C ICBAT	87
7	Vermont Permanency Initiative, Inc.	Vermont	95
8	Youth Opportunities Unlimited Inc.	Option C ICBAT	89
9	Youth Opportunities Unlimited Inc.	Option C ICBAT	89
10	Mentor ADI (NeuroRestorative)	Option C ICBAT	93

Reviewers Name and Title

1 David Tenney, Program Specialist IV, CBH

2 Adele Fournier, Administrator, CBH

3 Erica Ungerer, Director for CBH

4 Rebecca Frederic, Administrator, DOE

5 Tarla Oosthuizen, Business Administrator, Finance

6 Elizabeth Lalumiere, Administrator, Finance

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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 Whitney Academy, Inc.		1.4 Contractor Address 85 Dr Braley Road, PO Box 619 East Freetown, MA 02717	
1.5 Contractor Phone Number (508) 763-3737 Ext: 223	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $6,387,177
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603)271-9631	
1.11 Contractor Signature EAF60222C7F3443... Date: 6/14/2021		1.12 Name and Title of Contractor Signatory Kevin Marques Executive Director	
1.13 State Agency Signature Katja Fox ED90C5B04C03442... Date: 6/25/2021		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: D8CA0202E32C4A8...		On: 6/25/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS KM
Date 6/14/2021

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to six (6) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. The Contractor shall provide high-quality tailored behavioral health treatment services in residential treatment settings to quickly stabilize behaviors and symptoms that children, youth and young adults herein referred to as individuals with behavioral health needs experience. This targeted treatment should enable them to return to a lower level of treatment or family-based settings, while providing their caregivers with skills to manage their needs safely in the community and enable individuals to thrive at home, in education, and in employment.

1.2. The Contractor shall provide Residential Treatment Services based on the levels of care identified in Section 2 Levels of Care.

1.3. The Contractor shall provide residential treatment services with the purpose of:

1.3.1. Prioritizing short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks;

1.3.2. Widening access to treatment for all who need it, enabling all individuals to access services, regardless of their prior or current involvement with child welfare or juvenile justice systems;

1.3.3. Reducing reliance on hospital emergency departments and reducing the need for psychiatric hospitalization;

1.3.4. Prioritizing family engagement and providing caregiver education and engagement in the individual's care and recognizing that families and caregivers are an integral part of the Treatment Team Meetings /Child and Family Team

1.3.5. Providing services that are trauma-informed and implementing evidence-based practices to ensure the highest quality of care and the best possible outcomes for the individual;

1.3.6. Ensuring treatment is available along a continuum of care which delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity;

1.3.7. Coordinating effectively and seamlessly with key partner entities including the Care Management Entities (CME), the conflict free assessor (CAT), the child's school district, family and permanency

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teams, and DCYF staff to deliver treatment according to System of Care principles;

1.3.8. Cultivating strong community networks around the Individual to support long-term thriving in community settings after discharge;

1.3.9. Providing adequate funding for service delivery, recognizing the importance of paying what it takes to deliver results for high-quality programs;

1.3.10. Supporting and improving the transition of the individual from residential treatment into their home community, by utilizing oversight and supportive transitional services through CME;

1.3.11. Early targeted treatment equipping the individual and their families with the skills to successfully transition into adulthood by restoring, rehabilitating, or maintaining their capacity to successfully function in the community, and diminish their need for more intensive levels of care; and

1.3.12. Providing programming that offers a home like atmosphere and access to the community.

1.4. The Contractor shall accommodate referrals from all over State and should prioritize referrals of NH individuals.

1.5. The Contractor shall provide residential treatment services for children, youth, and young adults ages 5 to under age 21 who have more intensive behavioral and mental health needs that cannot be met safely in the community without intensive supports. The Contractor may tailor their residential treatment services to serve a target population within the required age range.

1.6. The Contractor shall implement New Hampshire's System of Care to serve many different kinds of emotional, behavioral, and mental health needs of children, including providing more intensive, focused, high-quality residential treatment for those with the most significant, acute behavioral health needs when required.

1.7. The Contractor shall ensure services are provided to all New Hampshire eligible individuals defined in Section 1.6 and shall prioritize services first for these individuals before accepting out of state individuals who are not identified as New Hampshire residents, but who need this level of care.

1.8. The Contractor shall ensure residential treatment services:

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

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 positons as quickly as possible to minimize how long the positions are vacant.

1.11.3. Staff Training and Development

1.11.3.1. The Contractor shall develop and implement staff training to on board and retain staff to meet all requirements of applicable licensing, accreditation standards, and effective treatment and indicate the timeframes for training.

1.11.3.2. The training program shall be a comprehensive schedule that support orientation, ongoing training, refreshers and annual training.

1.11.3.3. The Contractor shall ensure all new staff complete required training prior to being counted within the staff supervision ratio

1.11.3.4. The Contractor shall develop and implement staff training that includes but is not limited to the:

1.11.3.4.1. Trauma model and other evidence-based practices utilized in treatment and incorporate applicable concepts and strategies.

1.11.3.4.2. Clinical Evidence-Based Practices used to deliver the residential treatment services.

1.11.3.5. De-escalation and restraint model which supports the limited use of restrains or seclusion in accordance with RSA 126-U and aligns with the Six Core Strategies ©.

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1.11.3.6. The Contractor shall develop and implement training for staff, individuals and their families on Family and Youth Engagement, which includes but is not limited to:

1.11.3.6.1. Working with the Department's Division of Children, Youth, and Families to provide Better Together with birth parents for clinicians, family workers or like roles and other staff who would be working with families within the first year of this Agreement.

1.11.3.6.2. Working with the University of New Hampshire Institute on Disability to provide Renew Training for programs which focus on youth fourteen (14) and older whose permanency plan is Another Planned Permanent Living Arrangement (APPLA) or Independent Living programs.

1.11.3.7. The Contractor shall ensure all staff who interact with the individuals and their families are trained in the trauma model regardless of whether or not they are responsible for supervision, clinical, medical, or educational services.

1.12. Collaborative Care

1.12.1. The Contractor shall work in partnership with CME and CAT Contractors to ensure individuals are referred, admitted, discharged, and transitioned in a timely manner and in alignment with the individual's clinical needs.

1.12.2. The Contractor shall work with the Department's CME Contractors regarding care coordination, discharge planning, and transitional support to a more appropriate form of care or home and community settings, and aftercare services.

1.12.3. The Contractor shall accept referrals based on the CAT Level of Care Recommendations and work with the Department's CAT Contractor to receive the individual's comprehensive assessment for treatment to incorporate the CAT's identified short and long term individual treatment goals.

1.12.4. The Contractor shall maintain clear communication with all providers, the multidisciplinary team, and especially with the individual and their child and family team.

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1.13. Admissions, Discharges and Transitions

1.13.1. The Contractor shall accept the standardized referral form that is developed by the Department.

1.13.2. The Contractor shall rapidly make acceptance decisions within seven (7) calendar days from receiving the referrals and make accommodations to admit the individual into the residential treatment services.

1.13.3. The Contractor shall ask and provide the individual with an opportunity to identify any gender nonconforming or identification as lesbian, gay, bisexual, transgender, or intersex, for the purposes of:

1.13.3.1. Making housing, bed, program, education, for clients with the goal of keeping all clients safe and free from abuse;

1.13.3.2. Lesbian, gay, bisexual, transgender, or intersex clients shall not be assigned in particular room other assignments solely on the basis of such identification status;

1.13.3.2.1. Intake Coordinator shall consider assignment of transgender or intersex clients on a case-by-case basis when deciding where to assign the client for room and other assignments as applicable, with the goal of ensuring the client's health and safety;

1.13.3.2.2. A transgender or intersex client's own views with respect to the client's safety will be given serious consideration;

1.13.4. For individuals other than those outlined in Section 1.17.5., the Contractor shall appropriately assign the individual a room based on needs of the population, the culture of the milieu and the clinical needs presented by the individual at the time of admission.

1.13.5. The Contractor may accept individuals into residential treatment services in limited cases without the residential treatment level of care determination if there is an emergency that is supported by the Department.

1.13.5.1. If after the emergency admission is made and if it is determined that the individual's level of care is different from the residential treatment level of care, then the Contractor will work with the child and family team to

support a transition to a more appropriate level of care which aligns with the needs of the individual.

1.13.6. Discharge and Transition

1.13.6.1. The Contractor shall ensure the individual's needs are satisfied, the individual does not affect other individuals being served, and the individual is not discharged because they demonstrate behaviors described in the target population.

1.13.6.2. The Contractor shall provide active residential treatment services and treatment for the individual from the time of admission until the time the individual is able to transition successfully to a more appropriate residential treatment level of care or to their family and home and community.

1.13.6.3. In order to provide individuals with successful and supported transitions, the Contractor shall work with the individuals family, caregivers, community behavioral health providers, DCYF, CME, peer support providers, school district and the next treatment providers as follows but is not limited to:

1.13.6.3.1. Inviting CME staff working with the individual to treatment team meetings.

1.13.6.3.2. Translating the treatment and skills developed by the individual during their course of treatment.

1.13.6.3.3. Sharing and transferring pertinent information prior to discharge about progress and improvements made by the individual to ensure continuity of treatment in the community

1.13.6.3.4. Inviting CME staff, child and family team to participate in treatment planning and discharge/transition planning.

1.13.6.4. The Contractor shall choose to discharge when a child is in an acute psychiatric hospital for more than 7 days.

1.13.7. The Contractor shall complete a comprehensive discharge and transition plan, which includes a strong focus on family and caregiver education and involvement in the individual's aftercare in order to prioritize episodic lengths of stay and for the purpose of the

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individual's successful transition from residential treatment to home, school, and community as soon as possible.

1.13.8. The Contractor shall start discharge and transition planning on the individual's day of admission by coordinating planning with the individuals, their families and community-based service providers.

1.13.9. The Contractor shall ensure the individual's treatment plan includes discharge plans and coordination of services to ensure appropriate, reasonable and safe discharge plans for the continued treatment of the individual's condition and continued care with the individual, their family, school and community upon discharge.

1.13.10. The Contractor shall ensure families and caregivers are an integral part of the Treatment Team and Child, Family and Permanency Team, and closely collaborate with the referent and CME to build attainable transition plans into adulthood that support the individual in their next steps in life.

1.13.11. The Contractor shall hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the child to be away from the program for no more than seven (7) calendar days. The Contractor shall accept the individual back into the program within seven (7) calendar days to resume their course of treatment. The Contractor may hold the bed longer than seven (7) calendar days if approved by DHHS. Unless approved after seven (7) bed hold days, the vendor shall discharge the child from the program.

1.13.12. The Contractor shall work with the Department and other key partners to develop discharge policies and practices that include no reject from being admitted to and no eject from residential treatment. Unplanned discharges from residential treatment will only be allowed by the Department in extreme circumstances of violence, acute psychiatric care needs, arrests and acute medical care needs. This does not prevent a Contractor, referral or Child and Family team from a mutual decision of a planned transition to an alternative setting.

1.13.13. The Contractor shall ensure in all cases of termination of services the right to appeal and the appeal process pursuant to He-C 200 are explained to the client.

1.13.14. The Contractor may deny admission to a program if any of the following circumstances are applicable:

1.13.14.1. There are no openings at the time of referral;
1.13.14.2. The age of the referred child is greatly different than the current milieu;
1.13.14.3. There are staffing concerns at the program that would require a hold on new admissions;
1.13.14.4. There are specialty Care needs revealed during their course of treatment;
1.13.14.5. There were referrals made to specialty care programming when specialty care services were not a match;
1.13.14.6. The individual's needs fall well outside the program model;

1.13.15. The Contractor may request a discharge for individuals from a residential treatment program if any of the following circumstances are applicable:
1.13.15.1. New information has indicated that the child requires specialty care that the current program does not offer;
1.13.15.2. The Child has increased aggression that has resulted in excessive property damage or physical harm to staff and self and is not improving over time, indicating a higher level of care is needed; and
1.13.15.3: The child's level of mental health symptoms have exceeded the level of care being provided at the program and an appropriate transition plan has been determined.

1.13.16. Contractor shall deliver treatment and provide services to accepted referrals until the child's level of need is reduced and their treatment goals have been met.

1.13.17. The Department will monitor denials, admissions, and discharges as part of continuous quality assurance and program outcomes and reserves the right to review and approve or deny denials.

1.14. Restraint and Seclusion Practices

1.14.1. The Contractor shall comply with RSA 126-U.

1.14.2. The Contractor shall utilize a de-escalation and restraint training which supports the limited use of restraint or seclusion in RSA 126-U and aligns with the Six Core Strategies ©.

1.14.3. The Contractor shall develop and implement policies and methods to reduce and eliminate use of restraint and seclusion practices by incorporating the Six Core Strategies for Reducing Seclusion and

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Restraint Use ©, for Department review, including but not limited to the following:

1.14.3.1. Therapeutic Crisis Intervention (TCI),
1.14.3.2. Crisis Prevention Institute (CPI),
1.14.3.3. Professional Crisis Management (PCM),
1.14.3.4. Mandt,
1.14.3.5. Handle with Care, or
1.14.3.6. Another model approved by the Department

1.14.4. The Contractor shall work with the Department and other partners towards a zero restraint practice.

1.14.5. The Contractor shall develop restraint and seclusion policies, and develop a method of review that will support the reduction and elimination of restraint and seclusion.

1.15. Children's System of Care Values

1.15.1. The Contractor shall provide services that align with the following System of Care values:

1.15.1.1. Youth Voice and Engagement

1.15.1.1.1. The Contractor shall ensure residential treatment services and treatment are youth driven as required by RSA 135-F by:

1.15.1.1.1.1. Having the individual determine the types and mix of services and supports needed using their strengths and needs.

1.15.1.1.1.2. Having the individual make decisions about treatment priorities and goals to be included in the treatment plans.

1.15.1.1.1.3. Using Frequent clear and concise communication free of jargon that promotes respect and that individuals feel valued and heard.

1.15.1.1.1.4. Having an environment that is welcoming, comforting and comfortable for all ages.

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1.15.1.1.2. The Contractor shall incorporate a youth voice into program design and delivery, practice, and clinical services which include providing youth opportunities such as:

1.15.1.1.2.1. Facilitating their own treatment team meetings to the degree that would be both productive and clinically appropriate.

1.15.1.1.2.2. Voicing their concerns or grievances about program policies and procedures, and participating in any reform efforts.

1.15.1.1.2.3. Running leadership groups or programs such as student council or youth advisory boards.

1.15.1.1.2.4. Developing a youth peer mentor model.

1.15.1.2. Family Voice and Engagement

1.15.1.2.1. The Contractor shall ensure residential treatment services and treatment are family driven as required by RSA 135-F in order to improve treatment outcomes by:

1.15.1.2.1.1. Having the family determine the types and mix of services and supports needed using the individual's strengths and needs.

1.15.1.2.1.2. Having the family in decision making about treatment priorities and goals to be included in the individual's treatment plans.

1.15.1.2.1.3. Using frequent clear and concise communication free of jargon that promotes respect

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and parents feels valued and heard.

1.15.1.2.1.4. Having an environment that is welcoming, and has space for families that is natural, inviting, and comforting.

1.15.1.2.2. The Contractor's engagement with the family shall include but not be limited to:

1.15.1.2.2.1. Encouraging families to be full participants in their children's ongoing care including participation in clinical appointments.

1.15.1.2.2.2. Welcoming natural support networks and professionals as a support to the family and youth.

1.15.1.2.2.3. Having flexible visitation policies that promote face-to-face contact, supported visitation as well as technology that prioritizes the individual's connections.

1.15.1.2.2.4. Encouraging parents and family to remain responsible for the care of their children including transportation when it is necessary, feasible, and appropriate.

1.16. Cultural and Linguistic Diversity

1.16.1. The Contractor shall deliver services that meet the cultural and linguistic needs of the diverse populations by:

1.16.1.1. Having services reflect the cultural, racial and ethnical and linguistic needs of the population.

1.16.1.2. Understanding the family's and their community's values and cultures.

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1.16.1.3. Attempting to hire individuals to provide services who are representative and knowledgeable of these values and cultures.

1.16.2. The Contractor shall regularly collect and review Race, Ethnicity and Language (REAL) and Sexual Orientation or Gender Identity or Expression (SOGIE) data to identify health disparities and make necessary system changes in partnership with individuals and families to address these health disparities as necessary.

1.16.3. The Contractor's staff shall attend Culturally and Linguistically Appropriate Services (CLAS) training provided by the Department.

1.16.4. The Contractor shall complete an organizational assessment to identify areas for improvement.

1.16.5. The Contractor shall make CLAS plans available to the Department for review to ensure the standards are being met and to ensure continuous improvement.

1.16.6. The Contractor's staff shall have ongoing participation in facilitated conversations on culture and diversity to explore their own values, beliefs and traditions, and the implications they have on their work.

1.17. Multidisciplinary Approach

1.17.1. The Contractor shall provide residential treatment in a cohesive manner to meet the needs of the individual and family by using a multidisciplinary team approach, which includes team members from disciplines at the program, such as but not limited to:

1.17.1.1. Residential

1.17.1.2. Education

1.17.1.3. Clinical Medical

1.17.2. The Contractor's multidisciplinary team at the program must prioritize communication with the child and family and the team members external to the residential treatment program.

1.17.3. The Contractor shall maintain clear communication with all team members across all disciplines.

1.18. Treatment Settings

1.18.1. The Contractor shall provide treatment settings that are:

1.18.1.1. Nurturing.

1.18.1.2. Family-friendly.

1.18.1.3. Provide for normalcy.

1.18.1.4. Approximate community-based settings in as many ways as possible.

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1.18.1.5. Safe.

1.18.1.6. Predictable and consistent across education, residential and clinical services.

1.18.2. The Contractor shall provide services at the location(s) approved by the Department unless a plan for an alternative location and transition plan has been approved.

1.19. Targeted and Active Treatment

1.19.1. The Contractor shall prioritize treatment goals based on the CAT, the Child and Family team, and the expertise of the clinical program.

1.19.2. The Contractor's residential treatment multidisciplinary team and the Child and Family Team shall complete a treatment plan for each individual following the completion of a psychosocial assessment, which shall include:

1.19.2.1. Goals and objectives that are based on the CAT report, recommended by the multidisciplinary team, and child and family team and that are most important for the individual to achieve successful discharge and transition to their family, home and community;

1.19.2.2. Actionable needs identified in the CAT final report and CANS which shall be addressed upon admission and prioritized throughout the course of treatment; and

1.19.2.3. Integrated program of therapies, activities, and experiences designed to meet the treatment goals.

1.19.3. The Contractor shall work in partnership with the child's sending and receiving (if applicable) school district to assure the individual's education needs are met and there are no gaps in educational services.

1.19.4. As determined by the treatment plan, the Contractor shall provide targeted and active treatment seven (7) days per week. Treatment may include as follows but is not limited to:

1.19.4.1. Twenty-four (24) services,

1.19.4.2. Direct care, supervision, positive behavior management, and supportive services for daily living and safety,

1.19.4.3. Family engagement,

1.19.4.4. Consultation with other professionals, including case managers, primary care professionals, community-based mental health providers, school staff, or other support planners as often as needed,

1.19.4.5. Coordination of education services, and/or

1.19.4.6. Additional services based on the Level of Care identified and the program model

1.19.5. The Contractor shall provide residential treatment services which include consideration for:

1.19.5.1. A carefully designed residential environment of care that promotes trauma informed care and youth driven services.

1.19.5.2. The age and developmental level of the population.

1.19.5.3. Young adults who are empowered to safely participate in treatment decisions.

1.19.5.4. Specific needs of DCYF-involved children, noting the trauma caused by neglect, abuse and removal, and/or involvement with the juvenile justice system.

1.20. Trauma Informed Care

1.20.1. The Contractor shall understand, recognize, and appropriately respond to trauma in administering treatment and services by utilizing the model identified in Section 2 to provide trauma informed care that supports staff and caregivers with the skills to aid and engage individuals

1.20.2. The contractor's trauma model must adhere to the Department's Abuse and Mental Health Services Administration 6 key principles of a trauma informed approach:

1.20.2.1. Safety

1.20.2.2. Trustworthiness and Transparency

1.20.2.3. Peer Support

1.20.2.4. Collaboration and Mutuality

1.20.2.5. Empowerment, Voice and Choice

1.20.2.6. Cultural, Historical, and Gender Issues

1.20.3. The Contractor shall embed and sustain trauma awareness, knowledge and skills into the Contractor's organizational culture, practices and policies.

1.20.4. The Contractor shall provide a trauma informed model that demonstrates sensitivity to individuals who's needs prevent them from living with their families during the course of treatment.

1.20.5. The Contractor shall use this model and seek approval from the Department is using a different model.

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1.20.6. The contractor shall submit documentation upon request of the Department that demonstrates the implementation of the trauma model.

1.21. Evidence Based Practices

1.21.1. The Contractor shall ensure individuals receive the highest quality of care and the best possible treatment outcomes by using evidence-based practices to treat and manage the individual's mental health needs, which may include, but not limited to:

1.21.1.1. Trauma-Focused Cognitive Behavioral Therapy,

1.21.1.2. Cognitive Behavior Therapy

1.21.1.3. Dialectic Behavior Therapy

1.21.1.4. Motivational Interviewing

1.21.2. The Contractor shall ensure clinical practices are drawn from systematic, empirical studies that draw on observation or experiment and rigorous data analyses that are adequate to rest stated hypotheses justify conclusions, and/or randomized control trials.

1.21.3. The Contractor shall explore and implement ,practices that are adaptive, flexible, and address the needs of the population in a targeted way.

1.21.4. Contractors shall provide notice to the Department when they are implementing a new Evidence Based Practice.

1.22. Clinical and Medical Standards

1.22.1. The Contractor shall provide clinical and medical services, which align with accreditation and the level of care requirements.

1.22.2. The Contractor shall employ clinical professionals that ensure effective treatment outcomes.

1.22.3. The Contractor shall provide clinical treatment services in a frequency to quickly stabilize the individual's symptoms and to meet each individual's clinical needs.

1.22.4. The Contractor shall explore new or promising clinical and evidenced-based models over time.

1.22.5. The Contractor shall have personnel trained in CANS and those personnel shall conduct the follow-up CANS when other appropriate entities such as the CME have not conducted the CANS.

1.22.6. The contractor shall assure that treatment is clear across the program and clear to the multidisciplinary team.

1.23. Aftercare

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1.23.1. The Contractor shall provide aftercare for Levels 2, 3, and 4 Unless that program qualifies as CBAT or ICBAT.

1.23.2. The Contractor shall coordinate and work with the Department's CME Contractors to provide six (6) months of aftercare services for an individual who is being discharged from the residential treatment and transitioned to their home and community. The Contractor shall work with the CME and provide aftercare services which may include but are not limited to the following activities:

1.23.2.1. Consultation with both the family, service providers and CME.

1.23.2.2. Attendance at any child and family team meetings which can be in person or virtually.

1.23.2.3. Phone calls with the family as needed.

1.23.3. The Contractor shall make referrals to the Department's CME Contractors for any individual who is not involved in DCYF and who is being discharged from the residential treatment and transitioned their home and community. The Contractor shall work with the Department's CME Contractor or other aftercare services providing aftercare services with the goal of reducing recidivism and reentry into the residential treatment and other levels of residential treatment.

1.24. Medication Procedures

1.24.1. The Contractor shall implement medication procedures in accordance with applicable federal laws, and rules.

1.25. Policies and Procedures

1.25.1. The Contractor shall develop and implement written policies and procedures governing all aspects of its operation and services provided including but not limited to:

1.25.1.1. Those required in 1.8.2 and 1.8.3.

1.25.1.2. Written policies and procedures to include a Code of Ethics, which addresses the Contractor and all staff, as well as a mechanism for reporting unethical conduct;

1.25.1.3. A written policy and procedures mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the Contractor's approach to preventing, detecting, and responding to such conduct;

1.25.1.4. A staffing plan that provides for adequate levels of staffing to protect residents against sexual abuse;

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,

1.25.3. The Contractor shall have policies and procedures regarding collections of client fees, collections from private or public insurance, and collections from other payers responsible for the client's finances.

1.25.4. The Contractor shall develop, define and implement processes and procedures for denial of service.

1.25.5. The Contractor shall be responsible for providing the following to any client or the referral who is denied services:

1.25.5.1. Informing the client of the reason for denial;

1.25.5.2. Assisting the client in identifying or accessing appropriate available treatment;

1.25.5.3. Maintaining a detailed record of the information or assistance provided.

1.25.6. The Contractor shall establish policies and procedures establishing, maintaining, and storing, in a secure and confidential manner, current personnel files for staff, contracted staff, volunteers or student interns. The Contractor shall ensure personnel files are maintained in accordance with personnel requirements.

1.26. **Residential Treatment Services Start up and Implementation for Tier 3 and Tier 4 Programs**

1.26.1. The Contractor shall participate in a kick-off meeting with the Department within thirty (30) calendar days of this Agreement's Effective Date to review contract timelines, scope, and deliverables.

1.26.2. The Contractor shall participate in bi-weekly (every other week) telephone calls with the Department to review the status of the development and implementation for the residential treatment, for at least the first six (6) months of the Agreement. The Contractor shall:

1.26.2.1. Provide a written bi-weekly progress report in advance of the telephone call that summarizes:

1.26.2.1.1. Key work performed;

1.26.2.1.2. Encountered and foreseeable key issues and problems and provides a solution or mitigation strategy for each.

1.26.2.1.3. Scheduled work for the upcoming week.

1.26.2.2. Provide a report summarizing the results of the status telephone call.

1.26.3. The Contractor shall participate in implementation and operational site visits and review of individual's files on a schedule provided by the

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Department. All Agreement deliverables, programs, and activities shall be subject to review during this time. The Contractor shall:

1.26.3.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements.

1.26.3.2. Ensure the Department is provided with access that includes but is not limited to:

1.26.3.2.1. Data.

1.26.3.2.2. Financial records.

1.26.3.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

1.26.3.2.5. Scheduled phone access to Contractor principals and staff.

1.26.3.2.6. Individual files.

2. Residential Treatment Levels of Care

2.1. The Contractor shall provide the residential treatment level(s) of care as defined in this Section 2.

2.2. The Contractor shall have or obtain certification for residential treatment levels of care by the Department within six (6) months of the Agreement's effective date and maintain said certification and re-apply for certification annually, in accordance with New Hampshire Administrative Rule He-C 6350 Certification for Payment Standards for Residential Treatment Programs.

2.3. The Contractor shall provide up to the number of beds at the identified location for each of the residential treatment levels of care outlined in the table in Section 2.3.2.

2.3.1. In the event that the Contractor changes their physical location where the residential treatment services are provided, the Contractor shall notify the Department within 30 days prior to the move and provide a transition plan.

2.3.2 Residential Treatment Levels of Care and Number of Contracted Beds

Level of Care	Vendors Name of the Program	Location: City/Town and State	Maximum Number of Contracted Beds	Shared Beds
Reserved				

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	The Whitney Academy, Inc.	East Freetown, MA	15	N/A
Reserved				
Reserved				
Reserved				
Reserved				
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
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.

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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

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 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 pursing 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).
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.

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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. 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. The Whitney Academy

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	1:2 milieu
Direct Care 2nd shift	Milieu 1:3	1:2 milieu
Direct Care Overnight	Awake overnight: 1:6, minimum 2 staff available for programs	1:4
Clinical Ratio	1:8	1:6
Family Worker	1:8	Not allocated (see clinical)
Family Therapist	1:8	Not allocated (see clinical)
Transportation	Not Required	Not allocated

Case Manager	1:8 or see Family Worker	Not allocated (see clinical)
Board certified behavioral analyst (BCBA)	1:10 (Depends on population)	1:45
Nursing Staff	24/7, available, and shall be onsite regularly	4:45
Psychiatrist	Availability of prescriber or psychiatry on site	Not allocated
Psychologist	Availability of prescriber or psychiatry on site	1:45
Medical Doctor, APRN	Not Required	1:45
Psychiatric Nurse Practitioner	Not Required	1:45
	* 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. Gender Identity;
3.5.1.2.4. Aggressive behavior;
3.5.1.2.5. Episodes Moderate Self-Injurious Behaviors;
3.5.1.2.6. Fire Setting
3.5.1.2.7. Problematic Sexual Behavior
3.5.1.2.8. Highly Aggressive Behavior
3.5.1.2.9. Human Trafficking

3.6. Reserved

3.7. Reserved

3.8. Reserved

3.9. Reserved

3.10. Reserved

4. Exhibits Incorporated

4.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Reporting Requirements

5.1. The Contractor shall submit quarterly reports to ensure compliance with the federal requirements, the goals of the System of Care, and successful delivery of the scope of work by reporting, at a minimum, on the data in Table A Key Output and Process Data as follows:

Table A
Key Output and Process Data
The data below shall be for all individuals who are connected to, referred by or funded by DHHS unless otherwise requested and identified by DHHS.
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

New Hampshire Department of Health and Human Services
Residential Treatment Services for Children's Behavioral Health
EXHIBIT B

Number of children discharged (and the reason for discharge)
Demographic information for each child (e.g., age, gender/sex, DCYF involvement, race/ethnicity, primary language preference, identification with sex not assigned on birth certification, sexual orientation)
Key dates per child: referral, acceptance, admission, discharge
Number of family planning team treatment meetings (and caregiver, youth attendance)
Number of treatment meetings led by youth
Number of contacts with family/caregivers
Percent of children placed outside of their school district
CANS score information per child (from CANS system report - e.g., score # at referral, at discharge)
Number of restraints
Number of seclusions
Discharge locations
Whether or not the CME was involved

5.2. The contractor shall provide any interpretation, justification or analysis of the data provided in the report referenced in 4.1

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

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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:

Table B

Category	Key Performance Metrics
Referral	◦ % 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	◦ % 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	◦ % of children with improved CANS scores after 3 and 6 months (*based on CANS system report which DHHS will access)*

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	• Median # of restraint/seclusion incidents per child and % of children with any restraint/seclusion during treatment stay
Transition & discharge	• 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 (*based on internal data which DHHS will access through CME and DCYF system)* • % 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 (*based on internal DCYF data which DHHS will access)*

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 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.

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.

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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.

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.

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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 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

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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.

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**

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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.

8.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
   - 1.1. Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 2101NHFOST
   - 1.2. Funds from Temporary Assistance for Needy Families, Catalog of Federal Domestic Assistance (CFDA) #93.558, Federal Award Identification Number (FAIN) 2101NHTANF
   - 1.3. Funds from Adoption Assistance (CFDA) #93.659, Federal Award Identification Number (FAIN) 2101NHADPT
   - 1.4. Funds from Medical Assistance Program (CFDA) #93.778, Federal Award Identification Number (FAIN) 2105NH5ADM
   - 1.5. General funds.
2. Depending on the eligibility of the client, funding type is determined at the time of payment. Possible account numbers to be utilized include the below.
   - 2.1. 05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF CHILDRENS BEHVIORAL HEALTH, SYSTEM OF CARE, CLASS 102 – CONTRACTS FOR PROGRAM SERVICES
   - 2.2. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 636 - TITLE IV-E FOSTER CARE PLACEMENT
   - 2.3. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 639 - TITLE IV-A/TANF EMERGENCY ASSISTANCE PLACEMENT
   - 2.4. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 643 – STATE GENERAL FUNDS FOR PLACEMENT
   - 2.5. 05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD – FAMILY SERVICES, CLASS 646 – TITLE IV-E ADOPTION PLACEMENT
   - 2.6. 05-95-47-470010-79480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID

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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 paid in the amount per client per day in accordance with the current, publically posted special education tuition prices posted on Mass.gov by the State of Massachusett's Operational Services Division (OSD).

4.1.1. 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.

4.5. Maximum allotment for daily rate expenditure for Department funded expenditures by fiscal year is as follows:

4.5.1. Sub-total: $6,387,177.00

4.5.2. SFY 22: $2,129,059.00

4.5.3. SFY 23: $2,129,059.00

4.5.4. SFY 24: $2,129,059.00

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.

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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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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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:

DocuSigned by:

6/14/2021

Date

Name: Kevin Marques

Title: Executive Director

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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:

DocuSigned by:

6/14/2021
Date

Name: Kevin Marques
Title: Executive Director

DS
KM
6/14/2021
Vendor Initials
Date

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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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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/14/2021
Date

DocuSigned by:
Name: Kevin Marques
Title: Executive Director

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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.

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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:

DocuSigned by:

6/14/2021
Date

Name: Kevin Marques
Title: Executive Director

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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:

DocuSigned by:

6/14/2021
Date

Name: Kevin Marques
Title: Executive Director

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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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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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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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 Whitney Academy inc.
The State by:	Name of the Contractor
Katja Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Kevin Marques
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/25/2021	6/14/2021
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:

6/14/2021

Date

Name: Kevin Marques

Title: Executive Director

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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: 603032013

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit). will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials LM

Date 6/14/2021

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov