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

Nicholas A. Toumpas
Commissioner

Lorraine Bartlett
Director

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

May 18, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, Sununu Youth Services Center to enter into an agreement with the State of Vermont, 103 South Main Street, Waterbury, Vermont, to provide juvenile justice, educational and residential services at the Sununu Youth Services Center for delinquent youth from the State of Vermont. The amount to be received is estimated at \$208,254, effective upon Governor and Executive Council approval for the period of July 1, 2015 through June 30, 2016 with the option of two one year renewals. 100% Agency Income.

Funds received to support this request will be deposited into the following account and budgeted, pending approval of the FY 2016 operating budget, to allow the Division for Children, Youth and Families to pay for expenses incurred at the Sununu Youth Services Center.

05-95-42-421510-79170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, SUNUNU YOUTH SERVICE CENTER, REHABILITATIVE EDUCATION

State Fiscal Year	Title	Revenue Code	Agency Class Code	Expected Budget Amount
2016	Rehabilitative Education	407084 – Out of State	009	\$208,254
Total:				\$208,254

EXPLANATION

The purpose of this agreement is to allow the Division for Children, Youth and Families to provide Secure Treatment Services for Vermont youth who have committed delinquent offenses, violated court orders and whose treatment needs may be best served at the Sununu Youth Services Center. The Sununu Youth Services Center has an array of specialized clinical programming that meets the identified treatment needs of specific Vermont Youth and has the ability to provide these services. The Sununu Youth Services Center has worked successfully with Vermont youth providing similar services in the past and would like to renew this relationship. This will be an advantage to the State of Vermont in meeting the treatment needs of youth as well for the State of New Hampshire in that it will bring in additional revenue.

The agreement is for the State of Vermont to pay a total daily rate of \$569.00 per youth/per day. The State of Vermont has estimated the amount of the contract by multiplying the daily rate by 366 days, which is the number of days within the contract period.

Should Governor and Executive Council not approve this request, Sununu Youth Services Center will continue to look for potential ways to utilize the facility and alleviate costs to the state by researching other revenue opportunities.

Area Served: Statewide

Source of Funds: 100% Agency Income from the State of Vermont.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

1. **Parties.** This is a contract for personal services between the Department for Children and Families – Family Services Division (hereafter called "State"), and the State of New Hampshire Department of Health & Human Services, with a principal place of business in 129 Pleasant Street, Concord, New Hampshire 03301 (hereafter called "Contractor"). The Contractor's form of business organization is a government agency. The Contractor's local address is 1056 River Road, Manchester, New Hampshire 03104.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of Out of State Residential Services. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$208,254.
4. **Contract Term.** The period of Contractor's performance shall begin on 07/01/2015 and end on 06/30/2016 with the option of two one year renewals.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 30 days in advance.
8. **Attachments.** This contract consists of the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Contract provisions
Attachment D - Modifications of Insurance
Attachment F - Customary Contract Provisions of the Agency of Human Services
Attachment G - Out of State Residential Facility Invoice
Attachment I - Permission to Photo
Attachment J – Notification

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D - Modifications of Insurance
- 3). Attachment C - Customary State Contract provisions
- 4). Attachment A - Specifications of Work to be Performed
- 5). Attachment B - Payment Provisions
- 7). Attachment F - Customary Contract Provisions of the Agency of Human Services
- 8). Attachment G - Out of State Residential Facility Invoice
- 9). Attachment I - Permission to Photo
- 10). Attachment J – Notification

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the STATE OF VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Cynthia K. Walcott
Department for Children and Families, Family Services
Deputy Commissioner

State of New Hampshire
Division for Children, Youth and Families
Lorraine Bartlett, Director
129 Pleasant Street
Concord, New Hampshire 03301
Lorraine.bartlett@dhhs.state.nh.us

Contact: Lorraine Bartlett

Phone: 603-271-4440

E-mail: lorraine.bartlett@dhhs.state.nh.us

Please send a copy of the finalized contract to:

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED**

SUMMARY OF PROGRAM:

The Sununu Youth Services Center (SYSC) is a 144 bed; architecturally secure residential treatment facility for adjudicated and detained youth. SYSC provides short and long-term care for youth detained or committed by the court. Services provided are full diagnostic evaluations, psychiatric and therapeutic services, medical care and educational services in a special education certified school. The program is for juveniles between the ages of 13 – 17 years old. Youth are classified and assigned to a secure residential unit where they participate in a prescribed behavioral program that includes academia, cottage life and group sessions. This contract is for youth referred by the State of Vermont and accepted by the Contractor.

A. SERVICES TO BE PROVIDED

1. Contractor will provide or arrange for suitable care, treatment, and supervision for the benefit of placed children/youth as described in the Program Description on file with the Vermont Department for Children and Families, Family Services.
2. Prior to referral of the child/youth to the program, approval by the Case Review Committee (CRC) at SYSC is necessary.
3. Contractor will provide or arrange for regular visits by parents, relatives, and friends, subject to the restrictions the State may impose.
4. Contractor will not limit visitation privileges of placed children/youth for reasons of discipline.
5. Contractor will provide customary local transportation for those children/youth that have been determined through the Case Plan to need those community-based services not normally provided by contract.
6. Contractor will arrange educational experiences appropriate to each child/youth's needs, including transportation if necessary. Each child/youth's education plan will be discussed with and agreed to by State.
7. Contractor will work toward integrating placed children/youth into the affairs of the local community, when specified in Case Plan.
8. Contractor will notify the responsible State Caseworker and appropriate authorities immediately when it is determined that a child/youth has run away, been in an accident, or appears to have a serious illness. Verbal communication (in person, telephone, cellular) contact will be followed up with a written Notification to the social worker with a copy being sent to the client placement specialist. (Attachment J).
9. Contractor will provide the child/youth's State Social Worker and the responsible Local Education Agency (LEA) where appropriate with written quarterly progress reports.
10. Contractor shall develop (with State designee) a comprehensive treatment plan including projected discharge date and transition plan for discharge.
11. Contractor will maintain a current photograph of placed child/youth on file for the purposes of identification should the youth be absent without leave (on run) from the facility. An updated photograph will be taken every six months so that there is a current photo on file in the event that it is needed. Permission to Photograph child/youth (Attachment I) will be provided from the State Social Worker to the Contractor upon admission to the facility and updated as necessary during the child/youth's placement.

B. ADMISSIONS/DISCHARGES

1. Admissions:
 - a. Contractor will accept into its care those children/youth referred by the State who are determined jointly by the State and Contractor to be appropriate for placement. Interviews can be expected to take place as soon as possible after the referral has been received.
 - b. Contractor will accept the coordinated service plan and attachments as specified as sufficient for the purpose of determining admission. Other information may be requested by the Contractor subsequent to placement for the purpose of establishing the case plan.
 - c. Admission/denial notification to the Vermont Department for Children and Families Social Worker shall occur verbally within three (3) working days of interview followed by a written notice within 10 working days.
 - d. When admission is denied, the Contractor will convey the reasons for that denial in writing within three (3) days of the interview to the assigned Department for Children and Families Social Worker and the Department for Children and Families Client Placement Specialist.
 - e. Admission date will be set by SYSC upon receipt of required information/material.
2. Discharges:
 - a. Planned discharge decisions will be made jointly by the Contractor and State upon anticipated completion of the Case Plan.

- b. Under extreme circumstances, when the placement is determined by either party to be inappropriate, that party shall notify the other party of a 15-day discharge date. Transition arrangements will be coordinated between the Department for Children and Families, Family Services District Office and the Contractor.
 - c. When a child/youth leaves the program, a copy of the discharge summary shall be sent with the child/youth, with copies being sent to the Vermont Department for Children and Families Social Worker and the Child Placement Specialist.
- C. The Contractor shall make available and provide to State any and all information gathered in the course of providing services under this contract to children/youth in State custody and their families or open State Family Cases. The Contractor shall inform any child/youth in State custody or any individual in an open family case who is receiving services under this contract, that any statements made during the course of providing services to them as well as information about the services provided, may be communicated to the State upon its request for case planning purposes.
- D. The Contractor shall provide a program in accordance with the Program Description on file with the State. This description includes: agency identification, types of service, financial information, program description, admission criteria, educational program, recreational staff, and general information.
- E. Contractor will make available to all residents the full array of services for 365/366 days a year, unless clearly stated in the approved program description. (Children/Youth are placed in this program because of their need for an ongoing intensive level of service.)
- F. **SPECIFICATIONS:**

In order to ensure that placements receive appropriate health care, the State may disclose personally identifiable health information regarding a placement ("placement PHI") to Contractor employees, but only under the following conditions:

- 1. Placement PHI may be disclosed by the State only to Contractor employees who meet the definition of "health care provider" under the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor warrants that the following job categories include such employees:
 - 1. Registered Nurse;
 - 2. Physician Assistant;
 - 3. Medical Doctor;
 - 4. Psychiatrist;
 - 5. Psychological Associate;
 - 6. Manager of Medical Services.
- 2. Employees of Contractor who receive placement PHI by virtue of being health care providers within the meaning of HIPAA may disclose placement PHI to other employees and agents of Contractor only for the purpose of coordination or management of health care and related services, consistent with HIPAA's definition of treatment. Any such disclosure must consist of the minimum amount of PHI necessary to accomplish the purpose of the disclosure.
- 3. Contractor will be solely responsible for the use and disclosure of Placement PHI in accordance with HIPAA and this agreement.

G. **PROGRAM BASED PERFORMANCE INDICATORS**

- 1. Contractor will abide by the rules and regulations as determined by the state in which the program resides. Failure to abide by these rules and regulations may result in termination of the contract at the discretion of the State Program Manager.
 - a. Contractor is not bound by the State of Vermont licensing regulations; however, Contractor may review them online at: http://dcf.vermont.gov/sites/dcf/files/pdf/fsd/RTP_reqs.pdf.
- 2. Contractor is to notify the Vermont Department for Children and Families, Family Services immediately, or as soon as reasonably possible after an event, followed by a written report within 24 hours should any of the following occur:
 - a. A youth has any critical incidents such as a runaway, an accident/injury which requires emergency medical response, suicide attempts, death of resident, inappropriate sexual activity, physical restraint, incidents where police are involved and any other reportable incidents.
 - b. During business hours, Contractor is to notify the Vermont Department for Children and Families caseworker directly; all other times, Contractor is to notify the Vermont Department for Children and Families, Emergency Services Program (ESP) at 1.800.649.5285.

3. Expected Program Outcomes for Children/Youth:
The program will operate through a therapeutic milieu which provides residents with a structured daily routine and models of pro-social behavior. Expected outcomes include:
 - a. Residents are safe and secure.
 - b. Residents are successful in school, family and the community.
 - c. Residents are involved with family pursuant to the case plan.
 - d. Delinquent children/youth are free from criminal behavior while in the program.
 - e. Residents transition from residential placement to a community-based or least restrictive setting pursuant to the Plan of Care.
4. The State will notify the Contractor, if at any time during the contract period or upon review, the State believes the Contractor is not performing the terms as outlined in this contract. Notification may include a course of action such as a written amendment or remediation plan.

H. CONTACTS FOR THIS CONTRACT:

Contractor

Penny Sampson (P): 603-625-5471 (E): penny.sampson@dhhs.state.nh.us

State of Vermont

Agreement Specialist:

Nancy Williams (P): 802-769-6097 (E): nancy.williams@state.vt.us

Administrative Assistant:

Linda Moulton (P): 802-769-6089 (E): linda.moulton@state.vt.us

All Financial Inquiries, please e-mail Carrie Marshia at: Carrie.Marshia@state.vt.us

**ATTACHMENT B
PAYMENT PROVISIONS**

Vermont payment terms are net 30 days from date of invoice. In addition, Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont Vision system

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment.

The following provisions specifying payments are: Cost of Room & Board: \$387.00, Cost of Education: \$182.00 for combined daily rate payment of: \$569.00.

- A. For its part, in consideration of the services delivered by Contractor pursuant to this contract, the State agrees to make payment per youth / per day at the daily rate of: \$569.00
1. The State will be responsible for all transportation costs relating to admission or discharge from the program.
 2. The State will be responsible for transportation costs related to scheduled visits with prior approval from the caseworker.
 3. Contractor will invoice the State by the fifth day of each month for services provided during the previous month using the Out of State Residential Facility Invoice (Attachment G).
- B. Total contract term from 07/01/2015 to 06/30/2016 Total # of days during contract term is: 366
- C. 366 (# of days) x \$569.00 (daily rate) = \$208,254
- D. Total Contract Ceiling: \$208,254 (Actual per diem rate increases to be approved according to requirements in number 1 below.)
1. Contractor will secure regular and emergency optical, dental and medical services for youth from physicians. State shall assume responsibility for payment of these services including any medications and appliances.
 2. When a child is not in placement and the caseworker intends for the child to return to this program, payment may continue to the Contractor for up to fifteen (15) days.
 3. Visits by the youth to an off-site location and approved by the State of Vermont for up to three (3) days will not affect payment to the Contractor. Trial placements approved by the State of up to thirty (30) days may be made without affecting payment to the Contractor as long as a double payment is not involved.
 4. Visitation will be arranged with the collaboration of the assigned Department for Children and Families caseworker in accordance with the Case Plan.
 5. Failure to comply with the specifications as outlined in Attachment A may result in payments being withheld.

Remittance address is:

Division for Children, Youth and Families – Sununu Youth Services Center
Penny Sampson, SYSC Director
1056 N. River Road
Manchester, New Hampshire 03104

Invoices are to be sent electronically through a secure network by the fifth (5th) business day of the month to:

Linda Moulton at linda.moulton@state.vt.us or call 802.769.6089

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ N/A per occurrence, and \$ N/A aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. The insurance requirements contained in Attachment C, Section 7 are hereby deleted and replaced with :

The Contractor, the State of New Hampshire, is a self-insured entity.

2. Requirements of other Sections in Attachment C are hereby modified as follows:

Section 2. Applicable Law: Does not apply.

Section 5: No Employee Benefits For Party. The following sentence is deleted: The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of either party, which immunity is hereby reserved by the parties. This covenant in paragraph 6 shall survive the termination of this agreement.

Section 7: Insurance. This section is deleted and replaced with: The Contractor, the State of New Hampshire, is a self-insured entity. This requirement is waived.

Section 9: Requirement to Have a Single Audit. This section is deleted and replaced with: The Contractor is waived from this requirement as it maintains an ongoing independent audit process that complies with all federal reporting standards.

Section 11: Fair Employment Practices and Americans with Disabilities Act. This section is deleted and replaced with: The Contractor the State of New Hampshire, is in compliance with this regulation, this requirement is waived.

Section 12: Set Off. This section is deleted in its entirety.

Section 13: Taxes Due to the State. This section is deleted and replaced with: The Contractor, the State of New Hampshire is waived from this requirement.

Section 14: Child Support. This section is hereby deleted and replaced with: The Contractor, the State of New Hampshire is waived from this requirement.

Section 15: Sub-Agreements. The following sentence is deleted: Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Section 16: No Gifts or Gratuities: This section is deleted in its entirety.

Section 17: Copies. This section is deleted in its entirety.

Section 18: Certification Regarding Debarment. This section is deleted in its entirety.

Section 19: Certification Regarding Use of State Funds, Section 20: Internal Controls, Section 21: Mandatory Disclosures, and Section 22: Conflict of Interest, are deleted in their entirety.

3. Requirements of Sections in Attachment E are hereby modified as follows:

Business Associate Agreement (HIPAA). Is deleted in its entirety and replaced with: The confidentiality of any Protected Health Information (PHI) acquired by or provided to the Contractor shall be maintained in compliance with applicable state and federal laws.

4. Requirements of Sections in Attachment F are hereby modified as follows:

Section 2: 2-1-1 Data Base. This section is deleted in its entirety.

Section 3: Medicaid Program Contractors. This section is deleted in its entirety.

Section 4: Non-discrimination Based on National Origin as evidenced by Limited English Proficiency. This section is deleted in its entirety and replaced with: The Contractor complies with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000.

Section 5: Voter Registration. This section is deleted in its entirety.

Section 6: Drug Free Workplace Act. This section is deleted in its entirety and is replaced with: The Contractor, the State of New Hampshire complies with the requirements of the Act and is exempt from all Vermont requirements.

Section 7: Privacy and Security Standards. Is deleted in its entirety and replaced with: The confidentiality of any Protected Health Information (PHI) acquired by or provided to the Contractor shall be maintained in compliance with applicable state and federal laws. The Contractor agrees to adhere to the confidentiality requirements of N.H. Rev. Stat. Ann. § 169-B:35 (R.S.A. 169-B:35) and 170-G:8-a (R.S.A. 170-G:8-a). This shall not preclude the Contractor from releasing the name of a child, or other relevant information, if necessary, for purposes directly connected with providing services to a child under this Contract.

Section 8: Abuse Registry. This section is deleted in its entirety and is replaced with: The Contractor will continue to follow their internal processes for hiring.

Section 9: Reporting of Abuse, Neglect, or Exploitation. The Contractor, the State of New Hampshire will comply with its state requirements and provide the State of Vermont upon request a copy of New Hampshire state statutes.

Section 10: Intellectual Property/Work Product Ownership. This section is deleted in its entirety and replaced with the following: The State of New Hampshire will retain ownership and control of all work product and will provide relevant documentation to the State of Vermont as needed or upon specific request. The State of New Hampshire will not relinquish ownership rights to any work product of the State of New Hampshire employees that is developed as a result of this agreement.

Section 11: Security and Data Transfers. Deleted in its entirety and replaced with the following: The State of New Hampshire will maintain records in accordance with its records retention policy and will not delete electronic or physical records unless it is allowable by such policy.

Section 12: Computing and Communication. This section is deleted in its entirety.

Section 13: Lobbying. This section is deleted in its entirety.

Section 14: Non-discrimination. This section is deleted in its entirety.

Section 15: Environmental Tobacco Smoke. This section is deleted in its entirety.

5. Reasons for Modifications:

The Party (Contractor) will be providing most evaluation services at his/her office. The Party is not required to conduct statewide travel to provide services. The Contractor is the State of New Hampshire.

Approval:

Assistant Attorney General: _____

Date: _____

**ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS**

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 V.S.A. §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security

mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

- 12. Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

- 13. Lobbying.** No federal funds under this agreement may be used to influence or attempt 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, amendments other than federal appropriated funds.
- 14. Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

- 15. Environmental Tobacco Smoke.** Public Law 103-227, 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, child care, early childhood development services, 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 also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

ATTACHMENT G

Out of State Residential Facility Invoice

Vermont Department for Children and Families (DCF), Family Services - Out of State Residential Facility Invoice - Sununu - Attachment G

Name of Facility: _____
 Address: _____
 City, State, Zip: _____

Contract # _____

Medicaid Provider #: _____

Date Submitted: _____

Child/Youth's Name	Date of Birth	Medicaid ID #	Diagnosis Code	Dates of Service During Month:		# Days of Care	Amount Due
				From	To		
				-			\$ -
				-			\$ -
Incidental expenses not included above and approved by the State of Vermont. (please attach a itemized list of expenses):							\$ -
TOTAL DAYS:						0	
				Treatment Rate Per Day	Room & Board Rate Per Day		
				Education Rate Per Day			
PAYMENT DUE FROM DCF:							\$ -

I CERTIFY THAT SERVICES HAVE BEEN PROVIDED ACCORDING TO PRACTICES AND PROCEDURE:

Authorized Signature: _____

Month/Year of Service: _____

Title: _____

Date: _____

Email completed invoice by the 5th Business Day of the Month to:
 For inquiries in regards to payment and invoice status contact:

Linda Moulton: linda.moulton@state.vt.us
 Carrie Marshia: carrie.marshia@state.vt.us

ATTACHMENT I
PERMISSION TO PHOTOGRAPH YOUTH
(Residential/Micro Treatment Facilities)

Youth who may be photographed: _____

I hereby request and give permission to _____ (name of program) to photograph _____ (name of youth) solely for the purposes of identification should the youth be absent without leave (on run) from the facility. I further request that an updated photo be taken every six months so that there is a current photo on file in the event that it is needed.

Signed:

Social Worker

Date

Phone

District

ATTACHMENT J
 NOTIFICATION of CRITICAL INCIDENTS

INCIDENTS REQUIRING NOTIFICATION AND DOCUMENTATION I.E. AN "INCIDENT" FORM, HOWEVER NAMED	PARENT (UNLESS CONTRA - INDICATED & SUCH IS DOCUMENTED; REG 203)	DCF DISTRICT SOCIAL WORKER ESP (IF AFTER HOURS)	LOCAL DESIGNATED AGENCY (MH/DS) CASE MANAGER	CRC CONTACT	CENTRAL INTAKE UNIT (800) 649-5285	LICENSING AUTHORITY (RLSI)
Death of a resident	X*	X	X	X		X
Death of an employee while employee was on duty	X*			X		X
Incident requiring immediate medical attention	X	X	X	X		X
Suicide attempt or mental health crisis that require mental health screening	X	X	X			
Mental Health Screening that results in emergency change in placement	X	X	X	X		
Use of physical restraint and/or seclusion	X	X				
Attempted runaway	X	X				
Runaway (successful) or AWOL	X	X	X	X		
Police intervention that results in charges and/or emergency change in placement	X	X	X	X		
Allegations of physical and/or sexual abuse which occurred at the facility	X	▲		▲	X	▲
Allegations of physical and/or sexual abuse that occurred other than at the facility	X	X			X	▲
Sexual activity between residents at the facility or in the care of the facility	X	▲		▲	X	▲
Medication dispensation errors	X	X				
Potential Media Involvement	X*	X*		X		X
Other : See RTP Regulations 120, 125						X

* As appropriate to circumstances

▲ Notified via CIU report

Other:

Regulations 120: "A Residential Treatment Program shall immediately, or as soon as reasonable, report to the Licensing Authority incidents that could potentially affect the safety, physical or emotional welfare of children/youth within the program. Written report shall follow verbal report within 24 hours."

Regulation 125: "Residential Treatment Program shall report, verbally and in writing within 24 hours to the Licensing Authority incidents where the program knowingly or negligently violates licensing regulations."