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

Jeffrey A. Meyers
 Commissioner

Joseph E. Ribsam, Jr.
 Director

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June 6, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to exercise a **sole source** renewal option and amend an existing agreement with Mount Prospect Academy, Vendor #264251, 354 Main Street, Plymouth, New Hampshire, 03264, to continue providing an Enhanced Placement Capacity Program for youth males by increasing the price limitation by \$8,694,300 from \$4,654,978 to \$13,349,278 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 50% Federal Funds, 50% General Funds.

This agreement was originally approved by the Governor and Council on December 20, 2017, Item #12.

Funds are anticipated to be available in State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased/ (Decreased) Amount	Revised Modified Budget
2018	535-500376	Out of Home Placements	42105852	\$1,543,134	\$0	\$1,543,134
2019	535-500376	Out of Home Placements	42105852	\$3,111,844	\$0	\$3,111,844
2020	535-500376	Out of Home Placements	42105852	\$0	\$4,347,150	\$4,347,150
2021	535-500376	Out of Home Placements	42105852	\$0	\$4,347,150	\$4,347,150
			Total	\$4,654,978	\$8,694,300	\$13,349,278

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

EXPLANATION

This request is **sole source** because the amendment expands the population served to also include youth receiving services through the Child in Need of Services (CHINS), Abuse and Neglect, and Children's Behavioral Health programs. The original contract limited the Contractor to providing services to delinquent youth who were ineligible to receive services at the Sununu Youth Services Center (SYSC) and youth who were otherwise discharged or transferred from SYSC. The expansion of services in this amendment allows the Department to effectively fulfill all placement needs. Additionally, this amendment increases capacity from sixteen (16) to twenty (20) beds to allow the Department the ability to meet the population needs of youth who would otherwise not have been able to be served in the community.

Furthermore, the rate structure in the original contract did not allow the program to fluctuate in occupancy. To address this issue, the occupancy rate has been adjusted from ninety-five percent (95%), which is standard, to eighty-five (85%). This change increases the daily rate, but allows the flexibility for a bed to be available should emergency treatment be needed for the covered population while maintaining and not compromising the quality of treatment, staffing and programming.

The purpose of this request is for the Department to continue providing Enhanced Residential Treatment services in a manner that supports community-based residential treatment services that includes on-site individualized clinical services, access to psychiatry services, milieu treatment that encompasses individual culture, family treatment and integration services, staff ratios that are above the minimal expectations in the NH Administrative Rules He-C 6350 and He-C 4001, as well as access to educational services. These services will now be available to youth who are also being served through Child in Need of Services (CHINS), Abuse and Neglect, and Children's Behavioral Health programs.

The Department anticipates the Contractor to serve more than fifty (50) youth over the next year due to the number of youth served being increased and the population served being expanded. Over the last twelve (12) months, the average length of stay was sixty-five (65) days and is anticipated to stay the same.

The original agreement includes language in the Exhibit C-1 that allows the Department to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council. The Department is in agreement with renewing for two (2) of the remaining two (2) years at this time.

Youth receiving services through this model may have previously struggled to complete treatment goals in multiple programs, in both residential treatment settings as well as in-home based programs within their community. The Contractor has demonstrated the ability to effectively work with youth who may demonstrate behaviors that are unsafe and may pose a threat to themselves, peers, families and/or the community.

Enhanced Placement Capacity services are trauma informed; family driven and youth guided; and will build upon the strengths and needs of both the youth and the family. Services provided will be evidence based and will utilize practices that are adaptive, flexible and address the needs of the population. The services are intended to assist youth and their families to overcome mental health, substance misuse and behavioral challenges that may inhibit youth to successfully achieve permanency and transitions to adulthood.

The following performance measures will be used to measure the effectiveness of the agreement:

- The Contractor shall submit monthly data points to the Department by the tenth (10th) day of each month based on the Department's residential treatment database.

- The Contractor shall submit monthly restraint and seclusion data to the Department by the tenth (10th) day of each month and shall provide additional details at the Department's request.
- The Contractor's Clinical Coordinator shall conduct ongoing Quality Assurance Audits on both clinical services and overall service delivery. The Contractor shall submit Quality Assurance Audits to the Department, at the Department's request, at the technical assistance visits or at the on-site review.

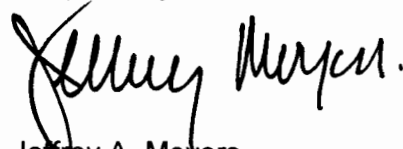
Should the Governor and Executive Council not authorize this request, the youth currently receiving treatment in this setting would be displaced, the population may have inadequate placement options due to the Department's limited residential treatment resources. This may affect the youth, the families, and potentially the communities that the youth are from as the youth may not have access to services to meet their needs.

Area served: Statewide

Source of Funds: 50% Medicaid Federal Funds and 50% General Funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers", is written over a horizontal line.

Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Enhanced Placement Capacity Program Contract**

This 1st Amendment to the Enhanced Placement Capacity Program contract (hereinafter referred to as "Amendment #1") by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mount Prospect Academy (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 354 Main Street, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2017 (Item #12), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$13,349,278.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services and replace with Exhibit A – Amendment #1, Scope of Services.
6. Delete Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B – Amendment #1, Method and Conditions Precedent to Payment.
7. Delete Exhibit K, DHHS Information Security Requirements (v6/2017) and replace with Exhibit K, DHHS Information Security Requirements (v5 10.09.18).

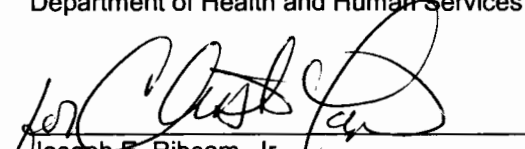
New Hampshire Department of Health and Human Services
Enhanced Placement Capacity Program



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

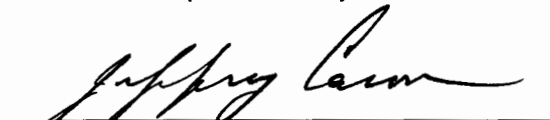
State of New Hampshire
Department of Health and Human Services

6/6/19
Date


Joseph E. Ribsam, Jr.
Director

Mount Prospect Academy

6/6/19
Date


Name: JEFFREY Caron
Title: President

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on 6/6/19, before the undersigned officer,
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is
signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Maria C.D. Young, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 01-18-2022

MARIA C. D. YOUNG
Notary Public - New Hampshire
My Commission Expires January 18, 2022

New Hampshire Department of Health and Human Services
Enhanced Placement Capacity Program



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

OFFICE OF THE ATTORNEY GENERAL

6/6/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special 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:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide an Enhanced Placement Capacity Program to youth males between eleven (11) and twenty-one (21) years of age who:
 - 1.3.1. Are ineligible to receive services at the Sununu Youth Services Center (SYSC) because of changes in State law adopted in 2017 Laws Ch. 156 youth who are otherwise discharged or transferred from SYSC, and. or are youth who have a similar profile of youth described in 1.3.2 below. This shall include youth who are receiving treatment services through petitions of delinquency (pre-adjudicated or adjudicated), abuse/neglect, children in need of services or are children brought to the attention of the Bureau of Children's Behavioral Health.
 - 1.3.2. May have a tendency for high risk behaviors, including but not limited to:
 - 1.3.2.1. Significant behavioral challenges,
 - 1.3.2.2. Past assaultive behaviors,
 - 1.3.2.3. Past aggressive behaviors towards staff and other youth,
 - 1.3.2.4. A history of oppositional behaviors,
 - 1.3.2.5. Substance misuse, self-injurious behaviors,
 - 1.3.2.6. Suicidal ideation and gesturing,
 - 1.3.2.7. Fire setting history,
 - 1.3.2.8. Problem sexual behaviors,
 - 1.3.2.9. Mental Health Diagnoses and Habitual absconding behaviors.
 - 1.3.2.10. Non-compliant with treatment, education or other services provided through previous programs both in-home and in residential services.
 - 1.3.2.11. Co-occurring diagnoses with mental health and substance use disorders.
 - 1.3.2.12. Exhibited assaultive or destructive behaviors in previous placements as well as running away and/or defiance.

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6/6/19



Exhibit A – Amendment #1

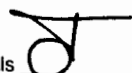
- 1.3.2.13. Unmet medical needs that must be immediately addressed.
- 1.3.3. **NOTE:** The Contractor is NOT designed or intended to serve the following populations:
- 1.3.3.1. Youth who are actively suicidal to the extent that the youth is actively acute and eligible for an involuntary admission based on RSA 135-C:27-33.
 - 1.3.3.2. Youth who are actively detoxing from substances, who law enforcement have determined are under the influence or who require medical detox and are not medically cleared.
 - 1.3.3.3. Youth who require a higher level of care than can be provided through this contract shall be placed in a level of care utilizing the ASAM criteria.
 - 1.3.3.4. Youth who are physically assaultive to a degree which would immediately endanger the safety of program youth or staff.
- 1.4. The Contractor shall incorporate services that are family driven and youth guided and provided in a manner that builds upon the strengths and needs of the youth and the family.
- 1.5. The Contractor shall provide services that are adaptive, flexible and address the dynamic needs of the population served and preferably are evidence based or promising practices.
- 1.6. The Contractor shall provide services in a residential setting that ensures safety and supervision of the population served.
- 1.7. The Contractor shall provide services that are culturally appropriate and include support for all genders including youth who identify as transgender.
- 1.8. The Contractor shall provide services that are age and developmentally appropriate and promote positive youth development.
- 1.9. The Contractor shall ensure family support services are provided.
- 1.10. The Contractor shall provide all services in Section 2, Scope of Work.

2. Scope of Work

The Contractor shall provide **Enhanced Residential Treatment Services** to assist youth males and their families in overcoming mental health, substance misuse and other behavioral challenges that may inhibit successful achievement of permanency and transitions from youth to adulthood.

2.1. Program Implementation

- 2.1.1. The Contractor shall have the capacity to accept six (6) youth into the Residential Program on January 1, 2018.
- 2.1.2. The Contractor shall have the capacity to accept an additional six (6) youth into the Residential Program on February 1, 2018.



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Exhibit A – Amendment #1

- 2.1.3. The Contractor shall have the capacity to accept an additional four (4) youth into the Residential program on March 1, 2018, bringing the program to capacity at sixteen (16) youth.
- 2.1.4. The Contractor shall have the capacity to accept twenty (20) youth males into the Residential program on July 1, 2019.

2.2. Residential Site Location

- 2.2.1. The Contractor shall provide a total of twenty (20) beds at its residential facility located at 19 Owl Street, Campton, NH. The Contractor's Residential Facility shall:
 - 2.2.1.1. Offer a home-like setting designed for safely treating this high-risk population.
 - 2.2.1.2. Be in compliance with NH Code He-C 4001, NH Residential Child Care Licensing Rules, as well as all required state and local requirements for licensing, health and safety codes and zoning.
- 2.2.2. The Contractor's Residential Facility, shall have distinct living "pods", and shall house youth and be self-contained. The pods shall include some shared resources and some resources located within each pod. The Residential Facility shall include, but is not limited to:
 - 2.2.2.1. Single-occupancy bedrooms;
 - 2.2.2.2. Three (3) bathrooms;
 - 2.2.2.3. A lounge area with television;
 - 2.2.2.4. Laundry facilities; and
 - 2.2.2.5. Therapy/meeting rooms.
- 2.2.3. The Contractor shall provide a common cafeteria for youth to eat at different times.
- 2.2.4. The Contractor shall provide a large recreation room and outside activity area for use by program participants.
- 2.2.5. The Contractor shall provide off-site recreation alternatives for youth.
- 2.2.6. The Contractor shall provide Enhanced Residential Services including, but not limited to:
 - 2.2.6.1. **Intake Process and Criteria**
 - 2.2.6.1.1. The Contractor shall review referrals from the Department that have been determined eligible for the service.
 - 2.2.6.1.2. The Contractor shall assess referrals for emergency placement and determine if a same day admission is possible.



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- 2.2.6.1.3. The Contractor shall accept a modified intake packet for emergency admissions.
- 2.2.6.1.4. The Contractor may conduct an interview process that includes an interview with the referred youth, review of background information and an acceptance decision which shall not exceed twenty-four (24) hours of referral.
- 2.2.6.1.5. The Contractor's Intake Team shall, upon referral, complete an assessment and evaluation for the potential program participant.
- 2.2.6.1.6. The Contractor's assessment and evaluation process shall ensure that each youth's level of risk is determined to maintain appropriate levels of supervision and intervention
- 2.2.6.1.7. The Contractor's Intake Team shall request and collect available information that will include but is not limited to:
 - 2.2.6.1.7.1. All available juvenile justice reports, including victim statements, investigations, prior criminal history, etc.;
 - 2.2.6.1.7.2. All applicable court orders;
 - 2.2.6.1.7.3. Pertinent psychological, psychosocial, education and psychiatric assessments from the last two years;
 - 2.2.6.1.7.4. School and prior placement records and reports including current IEP; Administrative case plans and records (DCYF, SRS, etc.);
 - 2.2.6.1.7.5. Medical histories;
 - 2.2.6.1.7.6. DCYF/DJJS Youth Information Sheet; and
 - 2.2.6.1.7.7. Other Clinical records of relevance.
- 2.2.6.1.8. The Contractor shall provide an intake date to the Department. Concurrently all required intake and State mandated paperwork will be provided by the Department,
- 2.2.6.1.9. The Contractor shall provide notice to the referral and to the Community Programs Specialist should the referral be denied and the reason for such denial including, but not limited to:
 - 2.2.6.1.9.1. Occupancy capacity at the program,
 - 2.2.6.1.9.2. Staffing capacity at the program, or
 - 2.2.6.1.9.3. Based on youth's behavior, which exceeds the program design.
- 2.2.6.1.10. The Contractor shall conduct a thorough assessment based on all information and shall develop appropriate treatment and aftercare

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plans once the Contractor determines a participant meets the intake criteria and the youth is accepted.

- 2.2.6.1.11. The Contractor shall customize treatment plans to meet the unique needs of each youth and his/her family.
- 2.2.6.1.12. The Contractor shall make decisions regarding types, level and frequency of family treatment and support services based on need and shall be determined collaboratively by the youth's Treatment Team, which includes Contractor staff, representatives from the Department and the youth's family consistent with He-C 6350.
- 2.2.6.1.13. The Contractor shall spend as much time as necessary with families during the intake and treatment process to ensure all question are answered and to establish lines of communication.
- 2.2.6.1.14. The Contractor shall facilitate ongoing communication with each youth's family, school and local community resources as identified.

2.2.6.2. Clinical Services

- 2.2.6.2.1. The Contractor shall provide two full time Masters level clinical staff supervised by a clinical supervisor. One of which will meet the requirements set forth in He-C 6420 for Prescribing Practitioner.
- 2.2.6.2.2. The Contractor shall provide two (2) Permanency Coordinators who will develop comprehensive transitional services within the youth's home and community settings.
- 2.2.6.2.3. The Contractor shall provide on-site Clinical Services that meet the requirements of Administrative Rule He-C 6350 and He-6420, Medicaid Covered Services.
- 2.2.6.2.4. The Contractor shall engage parents/caregivers, referring agencies and others from the youth's support system in the treatment process; with the goal of effectively transitioning the youth back to his/her home community.
- 2.2.6.2.5. The Contractor's clinical staff, working with youth, shall have extensive knowledge and experience in residential therapeutic settings.
- 2.2.6.2.6. The Contractor shall provide Youth one (1) to two (2) hours of individual therapy each week, and a minimum of two (2) hours of group therapy each week.
- 2.2.6.2.7. The Contractor's Clinical Therapy shall utilize trauma informed treatment that is family driven and youth guided.

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Exhibit A – Amendment #1

2.2.6.2.8. The Contractor's clinical services shall include evidence based practices. Treatments shall include, but is not limited to:

- 2.2.6.2.8.1. Crisis Stabilization
- 2.2.6.2.8.2. Motivational Interviewing
- 2.2.6.2.8.3. Attachment Regulation and Competency (ARC)
- 2.2.6.2.8.4. Cognitive Behavioral Therapy (CTB)
- 2.2.6.2.8.5. Life Skills Training
- 2.2.6.2.8.6. Mindfulness Practices
- 2.2.6.2.8.7. Experiential Therapy
- 2.2.6.2.8.8. Movement Therapy
- 2.2.6.2.8.9. Dialectical Behavioral Therapy (DBT)
- 2.2.6.2.8.10. Eye Movement Desensitization and Reprocessing (EMDR)

2.2.6.3. Psychiatric Services

2.2.6.3.1. The Contractor shall provide psychiatric services on or off-site. Psychiatric services shall include, but is not limited to:

- 2.2.6.3.1.1. Individual sessions with a New Hampshire licensed Psychiatrist once every four (4) to six (6) weeks
- 2.2.6.3.1.2. An assessment of current functioning of youth and recommendations regarding the initiation or modification of psychiatric medications.
- 2.2.6.3.1.3. Pharmacological evaluation (medical reconciliation) if necessary; and
- 2.2.6.3.1.4. Prescribing of psychiatric medications.

2.2.6.4. Medical Services

2.2.6.4.1. The Contractor shall provide medical services that include, but is not limited to:

- 2.2.6.4.1.1. A general health screening within twenty-four (24) hours of intake;
- 2.2.6.4.1.2. A nurse to arrange for a more comprehensive medical assessment or treatment if concerns exist as a result of the screening.

2.2.6.4.2. The Contractor shall make every effort to work with each youth's General Practitioner regarding medical issues or concerns.

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Exhibit A – Amendment #1

2.2.6.4.3. The Contractor shall schedule medical appointments with a local medical center if unable to schedule appointment(s) with youth's General Practitioner.

2.2.6.4.4. The Contractor shall arrange for access to a dentist should a dental emergency occur.

2.2.6.4.4.1. Youth shall be provided dental services at their dentist should they have one or arrangements shall be made at a local dentist.

2.2.6.5. Residential Services

2.2.6.5.1. The Contractor shall ensure youth in the program function as part of the community.

2.2.6.5.2. The Contractor program staff and clinicians working with youth will have extensive knowledge and experience in residential therapeutic settings.

2.2.6.5.3. The Contractor shall have a skilled de-escalation team available to provide support during awake hours, and on-call support during overnight hours.

2.2.6.5.4. The Contractor shall ensure youth in the program engage in a variety of structured, supervised activities, including but not limited to:

2.2.6.5.4.1. Maintaining sleeping area in a clean, orderly fashion;

2.2.6.5.4.2. Participating in a rotating schedule of chores including cleaning the common areas and assisting with meals preparation and cleanup; and

2.2.6.5.4.3. Engagement in pro-social activities.

2.2.6.6. Vocational/Educational Services

2.2.6.6.1. The Contractor shall provide an education program to students whose behavior allows for safe participation.

2.2.6.6.2. The Contractor shall provide education through its off-site day school, a New Hampshire State Certified Program for students with educational disabilities.

2.2.6.6.3. The Contractor shall work closely with each youth's sending school to support basic skills development, credit recovery, IEP compliance and continued advancement toward the youth's graduation requirements.

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Exhibit A – Amendment #1

- 2.2.6.6.4. The Contractor shall provide on-site tutoring, online courses and/or vocational options for students who cannot safely engage in activities away from the facility.
 - 2.2.6.6.4.1. Tutoring services shall be provided by the MPA day-school staff.
 - 2.2.6.6.4.2. On-site vocational options include, but is not limited to:
 - 2.2.6.6.4.2.1. Auto shop;
 - 2.2.6.6.4.2.2. Experiential science (outdoor biology, physics and physical sciences adventure activities);
 - 2.2.6.6.4.2.3. Woodworking; and
 - 2.2.6.6.4.2.4. Animal assisted therapies.
- 2.2.6.6.5. The Contractor shall have established relationships with community-based employers to offer additional work opportunities to program participants.

2.2.6.7. Transportation

- 2.2.6.7.1. The Contractor shall provide transportation for all program-related appointments and meetings, including but not limited to:
 - 2.2.6.7.1.1. Local medical, dental or behavioral health-related appointments; and
 - 2.2.6.7.1.2. Department-authorized court appearances.
- 2.2.6.7.2. The Contractor's vehicles shall be properly registered, insured, maintained in good working condition and will be equipped with basic safety equipment, including but not limited to:
 - 2.2.6.7.2.1. Spare tire;
 - 2.2.6.7.2.2. Jack;
 - 2.2.6.7.2.3. First aid kit;
 - 2.2.6.7.2.4. Fire extinguisher; and
 - 2.2.6.7.2.5. Accident insurance packs.
- 2.2.6.7.3. Drivers shall be employees of the Contractor who are at least twenty-one (21) years of age and hold a valid New Hampshire Driver's License, have an acceptable driving record and are insured.
- 2.2.6.7.4. All drivers shall follow the Contractor's safe-driving protocols.

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Exhibit A – Amendment #1

2.2.6.8. Termination of Services

2.2.6.8.1. The Contractor may terminate a youth from the Enhanced Placement Capacity Program for the following reasons:

- 2.2.6.8.1.1. Repeated assaultive behaviors despite enhanced staffing patterns, resulting in the potential for significant injury to students or faculty members;
- 2.2.6.8.1.2. Pervasive patterns of absconding behaviors that may result in significant injury or loss of life for the student involved;
- 2.2.6.8.1.3. The presentation of psychiatric features that are beyond the Contractor's scope of practice;
- 2.2.6.8.1.4. The youth's clinical needs can best be met in another setting as determined in the treatment planning process and the youth has been accepted into that setting;
- 2.2.6.8.1.5. The youth is ready to transition to his identified permanency plan or concurrent plan;
- 2.2.6.8.1.6. The Contractor follows He-C 6350.12(f) regarding the removal of a referred youth if, per Treatment Team assessment, the youth both refuses to engage in provided treatment despite multiple interventions attempted, while continuing to demonstrate significant high-risk behaviors impacting the treatment and safety of others in the program and community;

2.2.6.8.2. The Contractor's Executive Director or Clinical Director shall work with the Milieu Clinician, Permanency Coordinator to facilitate a supportive meeting with the youth to discuss the youth's perspective of what his/her current challenges are; potential alternative interventions that may be used to support improved safety and functioning, and the potential ramifications of continuing to engage in high-risk behaviors.

2.2.6.8.3. The Contractor's Executive Director or Clinical Director will initiate an emergency team meeting if a youth's high-risk behavior(s) and/or lack of progress in treatment impact the safety of the youth, others or the community.

- 2.2.6.8.3.1. The purpose of the meeting, attended by a program administrator and a representative from the Department, is to brainstorm potential barriers and interventions that may support overall functional



Exhibit A – Amendment #1

improvement. Outcomes may include, but is not limited to:

- 2.2.6.8.3.1.1. Recommending a higher level of care;
- 2.2.6.8.3.1.2. Utilizing local community resources such as local police;
- 2.2.6.8.3.1.3. Health Services.
- 2.2.6.8.3.2. The Contractor shall document in youth's clinical record if they have been identified as high-risk, or have demonstrated limited ability to move forward in treatment.
- 2.2.6.8.4. The Contractor may request an emergency removal of the youth per current State regulations if behaviors and/or lack of engagement persist.
- 2.2.6.8.5. The Contractor shall provide notice to the Department and to the Community Programs Specialist in writing should the contractor request for emergency removal based on 2.2.6.8.1. The efforts made to comply with 2.2.6.8.2 through 2.2.6.8.3, and any police reports associated with criminal acts perpetrated by the youth must be included in the written notice.

2.2.7. Reporting

- 2.2.7.1. The Contractor shall maintain documentation in accordance with He-C 6350 and He 6420. In addition, for youth who are challenging and are identified as high risk, the Contractor shall:
 - 2.2.7.1.1. Provide ongoing communication with the JPPO, including but not limited to:
 - 2.2.7.1.1.1. Interventions utilized to support student safety and personal growth including the outcomes of the supporting measures monthly;
 - 2.2.7.1.1.2. Administrator(s) on Duty/TCI reports that student has been involved;
 - 2.2.7.1.1.3. Progress reports that clearly identify concerns of progress made in treatment, as well as interventions attempted and outcomes.
- 2.2.7.2. The Contractor shall develop and submit a Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that outlines how the Contractor will ensure continuity of services for the youth population served. Frequent staff turnover may result in youth not

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Exhibit A – Amendment #1

completing treatment programs/services, which may lead to repeated destructive behaviors.

2.2.8. Staffing

- 2.2.8.1. The Contractor shall provide a 1:2 staff ratio with a senior support manager present during awake hours that allows for 1:1 staff ratio supervision of youth who require targeted intervention while maintaining a safe level of staffing to oversee remaining program participants.
- 2.2.8.2. The Contractor shall provide a skilled de-escalation team that is available to provide support during awake hours, and on-call support during overnight hours
- 2.2.8.3. The Contractor staff shall include, but is not limited to:
 - 2.2.8.3.1. Program Director;
 - 2.2.8.3.2. Admissions and Clinical Coordinator;
 - 2.2.8.3.3. Clinical Director;
 - 2.2.8.3.4. Behavioral Specialists;
 - 2.2.8.3.5. Therapeutic Recreation Director;
 - 2.2.8.3.6. Community Managers;
 - 2.2.8.3.7. Milieu Clinicians;
 - 2.2.8.3.8. Permanency Coordinators;
 - 2.2.8.3.9. Nurse;
 - 2.2.8.3.10. Youth Counselors;
 - 2.2.8.3.11. Awake Overnights; and
 - 2.2.8.3.12. Transporters

2.2.9. Staff Development Plan

- 2.2.9.1. The Contractor shall conduct trainings that promote ongoing professional development;
- 2.2.9.2. Contracted faculty staff shall meet regulatory requirements per He-C 6350.11.
- 2.2.9.3. Contractor staff shall complete a two (2) week (72 hour) training during the initial two (2) months of employment focusing on development of treatment standards including Therapeutic Crisis Intervention (TCI), Attachment Self-Regulation and Competency (ARC), medication management and administration and Cardiopulmonary Resuscitation (CPR).

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2.2.9.4. Contractor direct-care staff shall receive program-related training consistent with the needs of the program and its population.

2.2.9.5. Contractor staff shall conduct trainings in compliance with child services licensing requirements on an ongoing basis.

2.2.10. Project Management

2.2.10.1. Within fifteen (15) days of the contract effective date, the Contractor shall meet with Department staff, judges, probation officers, referred families and others to answer any questions about the program.

2.2.11. Deliverables

2.2.11.1. The Contractor shall prepare a program overview and program-related contact list to distribute to stakeholders who may refer youth to the program.

2.2.11.2. The Contractor shall submit monthly data points to the Department by the tenth (10th) day of each month based on the Department's residential treatment database.

2.2.11.3. The Contractor shall submit monthly restraint and seclusion data to the Department by the tenth (10th) day of each month and shall provide additional details at the Department's request.

2.2.11.4. The Contractor shall submit additional data points monthly to the Department for approval.

2.2.11.5. The Contractor's Clinical Coordinator shall conduct ongoing Quality Assurance Audits on both clinical services and overall service delivery. The Contractor shall submit Quality Assurance Audits to the Department, at the Department's request, at the technical assistance visits or at the on-site review.

2.2.11.6. The Contractor shall keep record of referrals, admissions, denials and discharges and reasons for such. These records shall be reported to the Department at the time of contract renewal or upon the request of the Department.

3. Methods of Secure Transmission of Data

3.1. Application Encryption. If User is transmitting DHHS data containing Confidential Data between applications the User attests the applications have been evaluated by a vendor knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

3.2. Computer Disks and Portable Storage Devices. User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

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Exhibit A – Amendment #1

- 3.3. Encrypted Email. 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.
- 3.4. Encrypted Web Site. If 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.
- 3.5. File Hosting Services, also known as File Sharing Sites. User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 3.6. Ground Mail Service. User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 3.7. Laptops and PDA. If User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 3.8. Open Wireless Networks. User may not transmit Confidential Data via an open network. User may only employ a wireless network when remotely transmitting via a VPN.
- 3.9. Remote User Communication. If User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 3.10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If User is employing an SFTP to transmit Confidential Data, 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).
- 3.11. Wireless Devices. If User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.
- 3.12. The parties agree to negotiate an amendment to this Contract as needed to address changes in policy issues, fiscal issues, information security, and specific safeguards for maintaining confidentiality, as needed.

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Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the Form P-37, General Provisions, for the services provided pursuant to Exhibit A, Scope of Services.
 - 1.1. This Contract is funded with:
 - Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) 1901NHFOST and Medicaid
 - Other Funds from local education agency
 - State General Funds
 - 1.2. The Contractor agrees to provide the services in Exhibit A – Amendment #1, Scope of Services, in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.
- 2) Payment for said services shall be made subject to the following conditions:
 - 2.1. Payment for twenty (20) residential beds, per day, per youth, for filled beds only.
 - 2.1.1. The Contractor shall provide a maximum of twenty (20) beds for the target population.
 - 2.1.2. Reimbursement shall be made on a per youth basis, seven (7) days per week, 365 days per year.
 - 2.1.3. The daily reimbursement rates shall be as follows:
 - 2.1.3.1. Residential for IEP eligible youth, \$595.50 per day;
 - 2.1.3.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor;
 - 2.1.3.3. Residential Non-IEP eligible youth, \$595.50 per day; and
 - 2.1.3.4. Education for Non-IEP eligible youth, \$122.19 per day.
 - 2.2. The Contractor shall submit the Board and Care invoices, provided by the Department, to a Medicaid Fiscal Agent via the Website below:
<https://business.nh.gov/beb/pages/index.aspx>
 - 2.3. An authorized representative of the Contractor must sign requests for payment. Payment requests may be submitted bi-weekly, but at a minimum must be submitted monthly for services specified in Exhibit A – Amendment #1, Scope of Services, incurred in the prior month.

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Exhibit B – Amendment #1

- 2.4. Invoices must include the date, and a brief description in accordance with Exhibit A – Amendment #1, Scope of Services.
 - 2.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors shall keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.6. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date, block 1.7 of the Form P-37 General Provisions.
 - 2.7. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A – Amendment #1, Scope of Services.
- 3) Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 4) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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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.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

[Signature]

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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

at

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State of New Hampshire

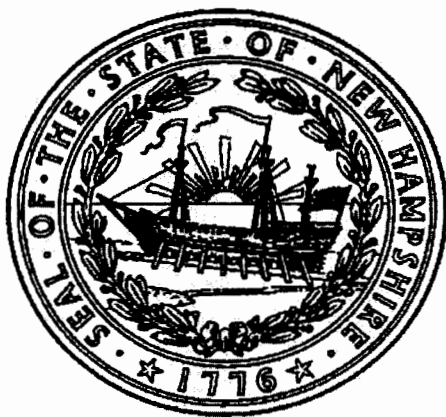
Department of State

CERTIFICATE

I, William M. Gardner, 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: **0004524743**



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 June A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jeffrey Park, do hereby certify that:

1. I am a duly elected Officer of Mount Prospect Academy, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on November 2, 2017:

RESOLVED: That the Jeffrey Caron

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6th day of June, 2019.

4. Jeffrey Caron is the duly elected president of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE


County of Grafton

The forgoing instrument was acknowledged before me this 6th day of June, 2019.

By Jeffrey Park
(Name of Elected Officer of the Agency)

MARIA C. D. YOUNG
Notary Public - New Hampshire
My Commission Expires January 18, 2022

(NOTARY SEAL)


(Notary Public/Justice of the Peace)

Commission Expires: 01-18-2022



VTPERMA-01

ARUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2019

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 Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	CONTACT NAME: Sandra Delisle	
	PHONE (A/C, No, Ext): (802) 281-3756 3756 FAX (A/C, No):	
	E-MAIL ADDRESS: sdelisle@kinneypike.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemn Insurance	18058
	INSURER B: Maine Employers Mutual	11149
	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1924544	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1924559	1/1/2019	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB660234	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5101800528	7/3/2018	7/3/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Commercial Property			PHPK1924544	1/1/2019	1/1/2020	Ded \$ 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Statutory Coverage applies in MA, NH & VT. Jeff Caron and Rita Meier are excluded officers.

CERTIFICATE HOLDER

CANCELLATION

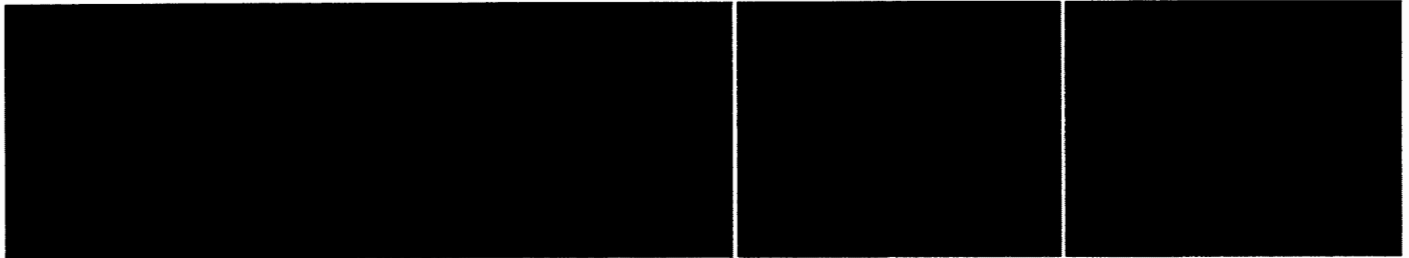
State of New Hampshire Dept of Health & Human Service
Division for Children, Youth & Families
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Mount Prospect Academy (MPA)
Mission Statement

Our mission is to inspire our students to achieve, in their own unique and personal way, meaningful success. We do not define success for our students; they must do that themselves-with guidance of those whom they love and respect. For this reason, we encourage the involvement of others in this process of guidance and support



MOUNT PROSPECT ACADEMY, INC.

FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Mount Prospect Academy, Inc.

We have audited the accompanying financial statements of Mount Prospect Academy, Inc. (the Organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP); this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

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, 2018 and 2017, and the changes in its net assets and cash flows for the year then ended in accordance with U.S. GAAP.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 11, 2018

MOUNT PROSPECT ACADEMY, INC.

Statements of Financial Position

June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 447,246	\$ 979,980
Assets whose use is limited	-	67,408
Tuition and fees receivable, net of allowance for doubtful accounts of \$50,000	1,690,549	971,124
Prepaid expenses	<u>19,020</u>	<u>11,865</u>
Total current assets	<u>2,156,815</u>	<u>2,030,377</u>
Property and equipment		
Land and land improvements	830,990	602,718
Buildings and building improvements	3,903,836	3,175,379
Leasehold improvements	381,198	393,094
Vehicles and equipment	1,144,217	1,028,497
Furniture and fixtures	280,369	258,995
Construction in progress	<u>962,230</u>	<u>914,230</u>
	7,502,840	6,372,913
Less accumulated depreciation	<u>3,067,357</u>	<u>2,908,072</u>
Net property and equipment	<u>4,435,483</u>	<u>3,464,841</u>
Due from related parties	<u>1,210,948</u>	<u>1,133,126</u>
Total assets	<u>\$ 7,803,246</u>	<u>\$ 6,628,344</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 279,000	\$ 208,000
Accounts payable	384,009	191,967
Accrued expenses	<u>594,268</u>	<u>430,787</u>
Total current liabilities	1,257,277	830,754
Long-term debt, net of current portion and unamortized deferred costs	<u>1,574,621</u>	<u>1,638,220</u>
Total liabilities	2,831,898	2,468,974
Unrestricted net assets	<u>4,971,348</u>	<u>4,159,370</u>
Total liabilities and net assets	<u>\$ 7,803,246</u>	<u>\$ 6,628,344</u>

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

MOUNT PROSPECT ACADEMY, INC.

Statements of Activities

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets		
Revenue and support		
Tuition, room and board, and other support	\$ 10,643,332	\$ 8,547,467
State nutrition program	78,201	98,189
Management fees	8,725	32,282
Other revenue	<u>123,390</u>	<u>155,526</u>
Total revenue and support	<u>10,853,648</u>	<u>8,833,464</u>
Expenses		
Program expenses		
Education and home life	8,918,279	7,120,755
Supporting expenses		
General administration	<u>1,123,391</u>	<u>800,419</u>
Total expenses	10,041,670	7,921,174
Gain on disposal of property and equipment	<u>-</u>	<u>25,723</u>
Total change in net assets	811,978	938,013
Net assets, beginning of year	<u>4,159,370</u>	<u>3,221,357</u>
Net assets, end of year	<u>\$ 4,971,348</u>	<u>\$ 4,159,370</u>

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

MOUNT PROSPECT ACADEMY, INC.

Statements of Functional Expenses

Years Ended June 30, 2018 and 2017

	June 30, 2018			June 30, 2017		
	Education and Home Life	General Administration	Total Expenses	Education and Home Life	General Administration	Total Expenses
Salaries and wages	\$ 5,310,880	\$ 664,683	\$ 5,975,563	\$ 4,271,410	\$ 402,311	\$ 4,673,721
Employee benefits	882,859	110,494	993,353	759,298	102,889	862,187
Payroll taxes	415,538	52,007	467,545	332,573	45,065	377,638
Total personnel costs	6,609,277	827,184	7,436,461	5,363,281	550,265	5,913,546
Advertising	15,107	2,423	17,530	13,284	192	13,476
Athletic transport and recreation	32,036	-	32,036	23,960	-	23,960
Auto repairs and leasing	39,488	-	39,488	33,238	903	34,141
Bad debts, net of recoveries	12,895	-	12,895	18,698	-	18,698
Contracted labor	12,000	-	12,000	-	-	-
Dues and subscriptions	6,653	1,262	7,915	4,829	346	5,175
Equipment rental and maintenance	33,251	2,294	35,545	24,833	-	24,833
Facilities rental expense	208,276	-	208,276	146,301	-	146,301
Food and supplies	270,927	5,601	276,528	138,400	3,019	141,419
Heating fuel	33,853	-	33,853	27,972	-	27,972
Home life supplies	61,586	-	61,586	44,190	-	44,190
Infirmary supplies	20,040	-	20,040	24,571	-	24,571
Insurance	83,554	-	83,554	61,886	-	61,886
Interest	10,113	76,252	86,365	8,257	74,070	82,327
Materials and supplies	7,343	12,550	19,893	5,960	12,481	18,441
Office supplies	115,382	23,777	139,159	50,887	14,030	64,917
Other	20,889	35,157	56,046	9,726	29,003	38,729
Other occupancy costs	46,875	-	46,875	30,960	-	30,960
Pension contribution	104,181	3,230	107,411	87,314	2,111	89,425
Professional services	80,454	113,852	194,306	58,977	99,393	158,370
Real estate taxes	78,574	-	78,574	68,577	-	68,577
Repair and maintenance	82,142	-	82,142	47,126	-	47,126
Student clothing and personal items	20,266	-	20,266	13,325	-	13,325
Student educational supplies	137,455	-	137,455	116,051	-	116,051
Student transportation	230,290	-	230,290	200,858	342	201,200
Teacher training and development	53,912	3,756	57,668	37,774	2,287	40,061
Telephone	59,799	2,117	61,916	57,632	3,832	61,464
Travel	-	13,004	13,004	-	2,992	2,992
Utilities	59,485	-	59,485	56,675	-	56,675
Depreciation	372,176	932	373,108	345,213	5,153	350,366
Total	\$ 8,918,279	\$ 1,123,391	\$ 10,041,670	\$ 7,120,755	\$ 800,419	\$ 7,921,174

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

MOUNT PROSPECT ACADEMY, INC.

Statements of Cash Flows

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 811,978	\$ 938,013
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	375,530	352,788
Gain on disposal of property and equipment	-	(25,723)
Change in allowance for doubtful accounts	-	10,000
Decrease (increase) in		
Tuition and fees receivable	(719,425)	68,372
Prepaid expenses	(7,155)	(2,061)
Increase (decrease) in		
Accounts payable	192,042	58,428
Accrued expenses	163,481	41,643
Due to related parties	-	(224,331)
Net cash provided by operating activities	<u>816,451</u>	<u>1,217,129</u>
Cash flows from investing activities		
Proceeds from sale of property and equipment	-	86,371
Purchase of property and equipment	(1,085,601)	(559,689)
Advances to related parties, net of repayments	(77,822)	(996,343)
Decrease (increase) in assets whose use is limited	<u>67,408</u>	<u>(136)</u>
Net cash used by investing activities	<u>(1,096,015)</u>	<u>(1,469,797)</u>
Cash flows from financing activities		
Principal payments on long-term borrowings	(232,420)	(311,658)
Payment of deferred costs	<u>(20,750)</u>	<u>-</u>
Net cash used by financing activities	<u>(253,170)</u>	<u>(311,658)</u>
Net decrease in cash and cash equivalents	<u>(532,734)</u>	<u>(564,326)</u>
Cash and cash equivalents, beginning of year	<u>979,980</u>	<u>1,544,306</u>
Cash and cash equivalents, end of year	\$ <u>447,246</u>	\$ <u>979,980</u>
<u>Supplemental disclosures</u>		
Noncash investing and financing transactions		
Acquisition of property and equipment with issuance of long-term debt to seller's financing company	\$ <u>258,149</u>	\$ <u>159,652</u>

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

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Nature of Business

Mount Prospect Academy (MPA or the Organization) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of New Hampshire. MPA has a self-perpetuating Board of Trustees that is comprised of many of the same members as Vermont Permanency Initiative (VPI). MPA is licensed by the State of New Hampshire and operates a residential school in Plymouth, 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.

1. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying 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 displays its activities and net assets in three classes: unrestricted, temporarily restricted and permanently restricted.

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. 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 had no temporarily or permanently restricted net assets at June 30, 2018 and 2017.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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. Actual results could differ from those estimates.

Cash and Cash Equivalents

All unrestricted, highly liquid investments 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.

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Tuition and Fees Receivable

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances.

The Organization provides for probable uncollectible amounts through a charge to current-year earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after the Organization has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Property and Equipment

Property and equipment are stated at cost or, if donated, at the fair market value at the date of donation. Expenditures for repairs and maintenance are expensed when incurred, and betterments and assets purchased in excess of \$1,000 are considered for capitalization.

Depreciation of property and equipment is charged against operations using the straight-line method over the estimated useful lives of these assets, as follows:

	<u>Years</u>
Land improvements	7 - 10
Buildings and building improvements	7 - 30
Leasehold improvements	5 - 25
Vehicles and equipment	3 - 5
Furniture and fixtures	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 consolidated statement of activities.

In 2018, the Organization started renovation of several program houses that as of June 30, 2018 have incurred costs of approximately \$923,000, which is included with construction in progress on the statements of financial condition. These projects are scheduled to be completed in 2019 at an estimated total cost of approximately \$1,035,000. During 2017, the Organization started renovating a program house in Hampton, New Hampshire that had incurred costs of approximately \$743,000 as of June 30, 2017, which was included with construction in progress on the statement of financial position. During 2018, this renovation was disposed of when the property was sold to Becket Academy, Inc. (Becket).

Deferred Costs

Certain costs related to long-term debt, such as accountants, attorneys and underwriting fees, are capitalized and amortized on a straight-line basis over the lives of the respective debt issues. These costs are presented as a direct deduction from the carrying amount of the related long-term debt. In addition, the amortization of the deferred costs is included with interest expense.

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Tuition, Room and Board, and Other Support and Other Changes in Net Assets

Tuition, room and board, and other support are recorded as increases in unrestricted net assets at the time the services are provided. In some circumstances, tuition revenues are received prior to the school year and are recorded as a current liability under prepaid tuition.

Expenses are reported as decreases in unrestricted net assets. Gains and losses on other assets and liabilities are reported as increases or decreases in unrestricted net assets 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 a 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 income tax.

Allocation of Costs

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated 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 \$17,530 and \$15,032 in 2018 and 2017, respectively.

2. Significant Concentrations and Estimated Third-Party Payor Settlements

Approximately 44% and 39% of the revenue recorded during 2018 and 2017, respectively was from beneficiaries of the New Hampshire Medicaid program.

Approximately 19% and 22% of the revenue recorded during 2018 and 2017, respectively, was from beneficiaries of the Massachusetts Medicaid program.

Approximately 19% and 22% of the revenue recorded during 2018 and 2017, respectively was from various school districts located in New Hampshire.

Due to the concentration of residents who receive benefits from the various state Medicaid reimbursement programs, the Organization is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain the Organization's operations.

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

3. Long-Term Debt

Long-term debt consists of the following:

	<u>2018</u>	<u>2017</u>
Note payable to Meredith Village Savings Bank, due in monthly installments of \$6,294, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (6.00% at June 30, 2018), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	\$ 608,796	\$ 655,337
Note payable to Meredith Village Savings Bank, due in monthly installments of \$5,392, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (6.00% at June 30, 2018), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	547,724	589,595
Note payable to Meredith Village Savings Bank, due in monthly installments of \$2,827, including interest adjusted annually in April to <i>The Wall Street Journal's</i> prime rate plus 1% (6.0% at June 30, 2018), through April 2028; collateralized by real estate in Haverhill, New Hampshire.	224,489	241,632
Note payable to Bank of New Hampshire, due in monthly installments of \$1,617, including interest at 6.50%, through December 2023; collateralized by real estate associated with the debt.	89,210	102,370
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$327 to \$720, totaling \$12,172. Interest rates range from 0% to 7.94%. Maturities range from February 2019 through January 2024. The notes are collateralized by vehicles and equipment.	<u>430,374</u>	<u>285,930</u>
	1,900,593	1,874,864
Less: Current portion	279,000	208,000
Unamortized deferred costs	<u>46,972</u>	<u>28,644</u>
Long-term debt, net of current portion and unamortized deferred costs	<u>\$1,574,621</u>	<u>\$1,638,220</u>

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Maturities of long-term debt are as follows:

2019	\$ 279,000
2020	271,000
2021	257,000
2022	207,000
2023	197,000
Thereafter	<u>689,593</u>
	<u>\$ 1,900,593</u>

In 2018 and 2017, interest expense charged to operations, including amortization of deferred costs of \$2,422, was \$86,365 and \$82,327, respectively. Cash paid for interest approximates interest expense.

4. Commitments and Contingencies

Operating Leases

The Organization leases facilities from various parties, including related parties. All related party leases are at or below fair market value as determined by independent licensed appraisers. Certain facilities used for the operations of the Organization are owned and maintained by entities, trusts or individuals related to senior management of the Organization. Total rent for all leases was \$208,276 and \$146,301 in 2018 and 2017, respectively. Total rent paid to related parties was approximately \$36,867 in 2018 and \$3,960 in 2017.

Future minimum lease payments for all non-cancelable leases having a lease term in excess of one year are not material.

Self-Insurance

Becket has a self-insured healthcare plan (the Plan) in which the Organization participated. 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 at June 30, 2018 based on total wages. The Plan has reinsurance coverage to limit the exposure, to all parties participating in the Plan, individually of \$75,000 with an aggregate limit of \$4,699,350 of the expected claims as of June 30, 2018. At June 30, 2018 and 2017, the Organization had accrued \$54,495 and \$64,658, respectively, for estimated unpaid claims, which is reported in the Organization's accrued expenses in the statements 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.

MOUNT PROSPECT ACADEMY, INC.

Notes to Financial Statements

June 30, 2018 and 2017

5. Defined Contribution 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 three percent to five percent of regular salary. Total employer contributions paid by the Organization totaled \$107,411 and \$89,425 in 2018 and 2017, respectively.

6. Related Party Transactions

During 2018 and 2017, the Organization provided various management, administrative support and consulting services to certain related parties. In addition, the Organization has supported certain related parties to cover cash shortfalls. Balances are unsecured, noninterest bearing, and due upon demand. Management expects all outstanding balances owed to the Organization are collectible.

Net amounts receivable from affiliates at June 30 were as follows:

	<u>2018</u>	<u>2017</u>
VPI	\$ 1,210,948	\$ 921,365
Mountain Valley Treatment Center	-	29,084
Becket	-	182,677
	<u>\$ 1,210,948</u>	<u>\$ 1,133,126</u>

7. Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through December 11, 2018, which is the date that the financial statements were available to be issued.

**Mount Prospect Academy, Inc.
Board of Directors
June, 2019**

OFFICERS:

Jeffrey Caron, President and Treasurer
E-Mail: jeff.caron@becket.org

Jeffrey Park, Secretary
E-Mail: jeffrey.park@becket.org

TRUSTEES

Jon Bownes
Plymouth, NH 033264

James Carey
Plymouth, NH 03264

Paul Fitzgerald
Campton, NH 03223

Michael Sullivan
Campton, NH 03223

Charles Wheeler
Campton, NH 03223

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
- Assurance of compliance with NH-DCYF, NH-DJJS, VT-DCF, MA-DMH, and MA-DCF rules
- Directly supervise ten director-level employees to insure a high quality of services

President, 2014 to Present

Vermont Permanency Initiative: Bennington, Newbury, Bradford, 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 Dept.
- Implement New Administrative Structure
- Oversee transition i.e. Policy, Human Resources, Clinical, Academic, Residential scheduling, maintenance.
- Assurance of compliance with VT-DMH, VT-DCF, VT-AOE, NH-DHHS, NH-DMH, MA-DCF, RI-DCF, NY-DCF, ME-DCF.
- Directly supervise three Executive Directors to ensure a high quality of Services
- Develop and maintain high quality of services within the VT S+S community Based Services throughout the entire state of Vermont.

Executive Director, 2001-2003

Life Centered Learning Institute: Tilton, New Hampshire

- Responsible for day to day operational and functional oversight of the program
- Design and coordinate all academic programming
- Staff development
- Curriculum development
- Framework compliance
- Staff hiring and evaluations

Head of Schools, June 2003-2007

The Becket School: Pike, New Hampshire

- Lead administrative position within the becket school academic department
- Design and coordinate all academic programming
- Staff development
- Curriculum development
- Framework compliance
- Staff hiring and evaluations

Head of Schools, June 2003-2008

South Becket Alternative School: Bradford, Vermont

- Coordinated the development of a collaborative alternative educational program
- Member of collaborative board for South Becket School
- Responsible for hiring and supervision of academic staff
- Curriculum development
- Assessment of students regarding appropriate placement

Executive Director, 1998-2001

East Haverill Academy: East Haverill, 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 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

Masters of Education, School Principal, 2001

Plymouth State College: Plymouth, NH

Masters 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
- And winner 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 setters 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 setters Conference

Brady Serafin

Summary of Qualifications

Chief Executive Officer of 113 bed inpatient hospital that serves the needs of youth with mental/behavioral health concerns,

Director of Operations for State of New Hampshire's Juvenile Correctional Facility, Bureau Chief, Bureau of Community, Family and Program Support. This includes oversight of all supportive programs for New Hampshire's child welfare and juvenile justice systems,

9 years experience as a Juvenile Probation Parole Supervisor

14 years experience as a Juvenile Probation Parole Officer

4 years experience as Child Protective Service Worker investigating child abuse and neglect

25 years of working closely with the Court system, local, state and federal law enforcement agencies, residential and community providers

13 years leadership/management experience

Summary of Skills

- Ability to effectively lead over 200 staff through a politically difficult environment while continuing to provide excellence in programmatic service delivery
- Ability to work under pressure in intense/ hostile situations
- Effective communication written and oral
- Ability to effectively present in front of large groups
- Ability to effectively testify before legislative committees
- Creative/innovative problem solving
- Ability to lead varying committees to develop new programs
- Effective court presentation either as prosecutor or witness

Accomplishments and Experience

Chief Executive Officer
June 2018-Present

Resource Treatment Facility
Acadia Health Care
1404 South State Ave.
Indianapolis IN 46203

- Provide overall leadership and oversight of all functions of a 113 bed inpatient hospital that serves individuals ages 11-21 with behavioral and mental health concerns. These functions include: Milieu, Education, Medical, Facilities,

Billing/Accounting, Admissions, Business Development, Risk Management, Utilization Review, and Clinical.

- Develop overall vision and mission for the operation.
- Work closely with community members, stakeholders, regulatory officials to ensure the operation remains in compliance and good standing within the community.
- Direct and oversee all financial operations in ensure that operation is functioning with a positive budget variance.
- Direct and oversee all services lines to include development of new services in order to meet the needs of the population served.
- Work closely with national marketing team in order to meet the needs of youth throughout the country.
- Work closely with media outlets to promote the positive work being done with the population served.

**Director of Operations,
Bureau Chief**
March 2016-June 2018

State of New Hampshire
Division for Children Youth and Families
John H. Sununu Youth Services Center,
Bureau of Community, Family and
Program Support

- Provides overall leadership and oversight of all functions of the State of New Hampshire's secure facility related to adjudicated and detained juveniles.
- Direct the development, provisions and execution of services to youth who are in the custody of the State of New Hampshire's secure treatment facility responsible for education, vocational and treatment programs.
- Direct, manage and supports the staff of the facility to ensure that the youth in the facility are monitored, treated and educated with best practices in mind while ensuring compliance with regulatory authorities.
- Direct and oversees the agency's operational budget to ensure all expenditures are appropriate and within departmental financial guidelines set by the Commissioner.
- Directs and oversees all support services for the Division for Children Youth and Families, Child Protection and Juvenile Justice. These services include; community based services, foster care, adoption, and residential treatment.
- Directs and oversees all programmatic operations for the Division for Children Youth and Families in support of field services for Child Protection and Juvenile Justice. These services include; permanency, transitional living and adolescent services.
- Directs and oversees all contract development and management of all services related child protection and juvenile justice.
- Serves as New Hampshire's subject matter expert on issues relating to juvenile justice and secure treatment.

- Oversee the development on system-wide strategies regarding critical issues pertaining to child protection and juvenile justice.
- Analyze staffing patterns to ensure appropriate levels of system functioning.
- Overall accountability for hiring employees and approving program policies.

Juvenile Probation Parole Supervisor
2012-2016

State of New Hampshire
1056 North River Rd.
Manchester NH

- Supervise all functions of the Juvenile Probation Parole Officers
- Assign work and manage schedules of Juvenile Probation Parole Officers
- Work closely with Local and State and Federal Law Enforcement agencies to develop strategies to address concerns within local communities.
- Work closely with community resources to find new and innovative ways to serve the youth of the various communities.
- Work closely with the Court system and attorney's to find way to effectively manage issues that arise.
- Participate in annual performance reviews of Juvenile Probation Parole Officers.
- Track and monitor use of community resources.
- Effectively manage personnel issues and work to create a healthy work environment.
- Motivate staff to perform up to their potential.
- Train and manage new staff so that they understand their roles and responsibilities.

Juvenile Probation Parole Officer IV
1998-2012

State of New Hampshire,
Nashua District Court
Nashua, New Hampshire

- Serve as an Officer of the Court.
- Conduct pre-sentence and other relevant investigations at the request of any justice and report the findings with recommendations to the appropriate authority.
- Take charge of and provide supervision to juveniles that have been placed on conditional release (probation) by the Court.
- Assist juveniles in establishing law-abiding lives; monitor their behavior through work, school, office and other contacts to ensure their compliance with Court orders.
- Report and prosecute violations of Court orders and conditions of release.
- Arrest and take into custody any minor found violating any law. Work closely with local law enforcement, schools and other community agencies to develop diversion and other pro-active programs to reduce the amount of juvenile crime.

- Supervise assigned Staff. It should be noted that I acted in the role as an assistance supervisor from 2001 to 2006. I was assigned 5 staff to supervise and conduct all supervisory duties in relation to the staff.

Child Protective Service Worker II
1994-1998

State of New Hampshire
361 Lincoln St.
Manchester, New Hampshire

- Investigate reports of child abuse and neglect and make determinations as to the validity of such reports.
- Worked closely with local, state and federal law enforcement agencies to conduct such investigations.
- Provide preventative services to ensure the safety of the children.
- Prepare documents and provide expert testimony in cases that warrant Court intervention.
- Educate community agencies as to the seriousness of child abuse/neglect.
- Worked closely with families on appropriate parenting and maintaining safety within the household

Volunteer Work / Program Development:

2010-2013

Director Milford Area Diversion Program: In this role I worked to develop the first ever Diversion program offered to the youth and families of Milford NH and surrounding areas. I recruited and trained all volunteers that participate in the program and oversaw all operations of the program. This program did and continues to work with at risk juvenile's that are pre-adjudicatory.

2007-2013

Milford Area Mentor Program: In this role I along with staff from Milford Host Homes Program developed a base of volunteers that were able to serve as Mentors to at risk youth in the Milford area.

2005-2013

Milford Area Drug Education Program: In this role I worked with community volunteers that had expertise in the area of drug and alcohol addiction to create a free program that youth and families could participate in.

2000-2010

President of Suncook Youth Soccer. In this role I lead a team to develop and improve recreational and competitive soccer programming in the Pembroke/Allenstown area. This program served over 600 youth annually.

1995-Present

Soccer Coach: Over the past 20 years I have coached more than 100 soccer teams, which included more than 1000 youth. I have coached teams from the recreation level, high school varsity to Olympic Development. Many of these teams have won State Championships and many of the youth have gone on to be successful college players.

Education

Bachelor of Arts, Plymouth State College, 1993

Psychology,

Member of National Honor Society in Psychology

Twice published co-author of studies in the Journal of Risk

Richard Phelps, LICSW



EDUCATION

September 1989- Springfield College, Springfield, MA
May 1991 Master of Science, Social Work

September 1982- University of Lowell, Lowell, MA
May 1986 Bachelor of Arts, Psychology

EXPERIENCE

August 2008- **Becket Family of Services, Plymouth NH**
Present **Executive Director**

Responsible for providing oversight to two residential treatment milieus as well as an alternative academic setting for at-risk youth referred by the states of NH, MASS and VT. Currently responsible for budget oversight, administrative supervision, program growth, and professional development and mentoring. Also, responsible for facilitating professional growth for clinical department and ongoing supervision of master's level clinicians as well as clinical interns. Additional duties include but not limited to: assessment and treatment planning for at-risk youth, providing training and consultation for residential faculty and other staff, facilitating team meetings for students with the focus on permanency planning, crisis intervention support, and supporting the overall vision of the organization as a member of the senior leadership team. Extensive experience working with the following treatment issues:

- Substance Abuse
- Mental Health
- Conduct and Behavioral Issues
- Sexually reactive behaviors
- Trauma informed care
- Learning Disorders
- Developed, Implemented, and provided ongoing supervision of comprehensive short-term assessment program for at risk youth.

Presented or co-presented on the following:

- Trauma Informed Care
- Trauma and the impact on Learning
- How to integrate the ARC model of care into residential treatment

July 2005-
August 2008

Clinician

Responsible for providing case management and clinical services for as many as fourteen at risk adolescents. Duties include but not limited to: individual and family therapy, facilitation of group treatment and development of psych social assessments and individual treatment plans.


August 1997- **Lowell Middlesex Academy Charter School, Lowell MA**
June 2005 **Teacher/Clinician**

Responsible for providing a safe, structured learning environment for at risk, high school age youth. This included development and implementation of curriculum focusing on life skills acquisition. Duties include individual counseling, crisis intervention, peer mediation training, facilitation of educational groups focused on substance use, conflict resolution, teen pregnancy, and personal control; clinical consultant to staff; community networking.

September 1995- **Lowell Public Schools, Lowell MA**
August 1999 **City and Arts Magnet Schools, Behavior Modification Center Monitor**

Responsible for facilitating a safe, secure learning environment in a public middle school for emotionally disturbed and delinquent students. Duties include: creating behavioral plans with students, peer mediation/conflict resolution, individual and group counseling, crisis intervention, staff education regarding urban issues effecting youth and families and case management including family intervention. In addition, taught standardized testing preparation as content and motivational leader. School representative to the District Attorney's Juvenile Justice Task Force.

August 1990- **Massachusetts Department of Social Services, Lowell MA**
August 1995 **Social Worker III**

Responsible for the ongoing assessment and treatment of families with multiple issues in a child welfare agency. Duties include: case management, crisis intervention, clinical planning, court liaison, client advocacy and community networking. Experience with physical and sexual abuse, neglect, substance abuse and domestic violence. Supervision of MSW intern.

CERTIFICATIONS:

*Licensed Independent Clinical Social Worker, NH
*Mediator
*Batterer Intervention Provider
*Trauma Focused Cognitive Behavioral Therapist
*Trained EMDR therapist
*Past NH Social Work representative on the Board of Mental Health Practice

CHRISTINA MURRAY



Seeking leadership opportunities and direct clinical experience with individuals that have mental health symptoms to support and improve their quality of life.

EXPERIENCE

AUGUST 2015 – TO PRESENT

MILIEU CLINICIAN, BECKET FAMILY OF SERVICES (CAST PROGRAM)

Proving direct clinical interventions and short-term therapy to adolescents in a residential setting. Administering and implementing clinical assessments and providing a comprehensive report within a two-month period. Direct supervision of Permanency Coordinators and providing clinical trainings for residential faculty and new hires.

2010 – 2015

IN HOME THERAPY, NORTH SUFFOLK MENTAL HEALTH ASSOCIATION

Proving short term therapeutic support to families in the Boston-harbor area. Support and utilization of treatment planning, safety planning, collaboration with providers, safety planning, crisis intervention, on-call responsibilities. New-staff trainer. Presented to the Director of Health and Human Services and MassHealth.

EDUCATION

MAY 2015

CLINICAL MENTAL HEALTH COUNSELING, CAMBRIDGE COLLEGE

GPA 3.9, Magna Cum Laude, Trauma Concentration. Completed full time internships at an adult group home for individuals with significant psychiatric symptomology during graduate school.

JUNE 2009

BACHELORS IN HUMAN SERVICES, FITCHBURG STATE COLLEGE

GPA 3.8, Cum Laude, Minor in Psychology. Internship at the Department of Youth Services in Roxbury, MA. Dance Club.

SKILLS

- Current Training-EMDR
- TFCBT and Psychological First Aid Certificate
- CANS Certified
- YLS-CMI Trained
- Interpretation of psychological assessments and assessment writing



State of New Hampshire
BOARD OF MENTAL HEALTH PRACTICE

CHRISTINA LYNN MURRAY, M.D.

LICENSED

CLINICAL MENTAL HEALTH COUNSELOR

LICENSE # 2117 EXPIRES February 26, 2021

CHRISTINA LYNN MURRAY, M.D.
PO BOX 1141
CAMPTON, NH 03228

Ian T. Detamore

Permanent Address: [REDACTED]

Email: Ian.Detamore@mountprospectacademy.org; [REDACTED]

OBJECTIVE	Placement as a Community Based Counselor
EDUCATION	<p>M.Ed., School/Community Counseling, Ohio University, Athens, Ohio GPA: 3.78/4.0, June 2008</p> <p>B.A., Psychology, University of Cincinnati, Cincinnati, Ohio GPA: In-major: 3.02/4.0, December 2005</p> <p>LPC Ohio, #C.0700403, July 2008 CDCA, October 2007 Certificate, Deaf Studies, June 2005 American Heart Association, Healthcare Provider, CPR/AED, August, 2007 CPI, August 2009</p>
SKILLS	<p>Leadership Positions</p> <ul style="list-style-type: none">Assisted in development of Mental and Behavioral Health PathwayConstructed group psycho educational curriculum for Mental and Behavioral Health PathwayRestaurant manager, Skippers Bar and Grill, Winter 2006-2008Bar Manager, Don Pablo's, Winter 2005- 2006Ordering and scheduling of 45k weekly sales restaurant, Winter 2005- 2006Risk Management Chair, Alpha Tau Omega Fraternity, Winter 2005- 2006Brotherhood Chair, Alpha Tau Omega Fraternity, Winter 2004- 2005Certified Server Trainer, Don Pablo's, Winter 2003- 2006Responsible for 100% of college expenses <p>Organizational Ability</p> <ul style="list-style-type: none">Juvenile Fire Setters Prevention Group Summer 2009- CurrentRevised Mental and Behavioral Health Pathways Spring 2009Developed Mental and Behavioral Health Group Curriculum Summer 2009Constructed weekly schedule for restaurant employees, Winter 2005- Summer 2006Monitored all social functions fraternity related, Winter 2005- 2006Setup and enforced risk management policies of social fraternity, 2004- 2005Teaching assistant for undergraduate Psychology Professors, Winter 2004- Fall 2005Organized events for the Make A Wish Foundation, Winter 2004Greek Week Chapter leader, Winter & Spring 2004Assisted in organizing University homecoming events, Fall 2002, 2003, 2004 & 2005Certified restaurant trainer, 2002- 2006 <p>Communications / Language / Creative Projects</p> <ul style="list-style-type: none">Community Clinician Aware of Excellence Winter 2009Active participation of silent dinners for deaf individualsDesigned and distributed flyers for Make A Wish fundraiserEffective communication skills in American Sign Language
WORK EXPERIENCE	<p>Community Clinician, Becket Family of Services, Plymouth NH July 2008-Current</p> <p>Intern, Meigs Middle School, School Counselor, Pomeroy OH February 2008 – June 2008</p> <p>Intern, Trimble High School, School Counselor, Glouster OH August, 2007- February 2008</p> <p>Intern, Health Recovery Services, CDCA, CT Counselor, Athens, OH June 2007- March 2008</p> <p>Manager, Skippers Bar & Grill, Athens, OH Spring 2007- Spring 2008</p> <p>Camp Counselor, Camp Wise, Cincinnati, OH Summer 2005</p> <p>Personal Aid/Shadow (Autistic Child), 2nd grade student, Cincinnati, OH May 2005- 2006</p> <p>Waiter, Cook, Expo, Bar Tender, Bar Manager, Don Pablo's, Cincinnati, OH May 2003- 2006</p> <p>Brand Representative, Abercrombie and Fitch, Cincinnati, OH September, 2001- June, 2003</p>
ACTIVITIES	<p>ASCA, Student Member Winter 2007- Current</p> <p>ACA, Student Member Winter 2007- Current</p> <p>Chi Sigma Iota, National Honors Counseling Fraternity Spring 2007</p> <p>Teaching Assistant, Introduction to Psychology 2005- 2006</p> <p>Alpha Tau Omega, National Christian social fraternity 2002- 2006</p> <p>Stark County Child and Adolescence, Volunteer 2001</p> <p>Ohio Reads, Certified 2001</p>



State of New Hampshire
BOARD OF MENTAL HEALTH PRACTICE

IAN THOMAS DETAMORE, M.D.

IAN THOMAS DETAMORE, M.D.
PO BOX 134
ASHTLAND NH 03217

LICENSED
CLINICAL MENTAL HEALTH COUNSELOR

LICENSE # 872 EXPIRES 08/01/2019

Mount Prospect Academy, Inc. – Boys ERT in Campton

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeff Caron	President	225,000	5%	11,250
Brady Serafin	Director of Operations	110,000	5%	5,500
Rick Phelps	Clinical Director	100,000	5%	5,000
Christina Murray	Clinical Coordinator-Campton	55,000	60%	33,000
Ian Detamore	Program Director – Campton	100,000	60%	60,000



Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

12 mac

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

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

December 6, 2017

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 of Children, Youth and Families, to enter into an agreement with Mount Prospect Academy, PO Box 58, Plymouth, New Hampshire, in an amount not to exceed \$4,654,978 for the provision of an Enhanced Placement Capacity Program, effective January 1, 2018 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019. 50% Federal Funds and 50% General Funds.

Funds are available in the following account for State Fiscal Year 2018 and State Fiscal Year 2019 with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.

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

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	535-500376	Out of Home Placements	42105852	\$1,543,134
2019	535-500376	Out of Home Placements	42105852	\$3,111,844
			Total	\$4,654,978

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

EXPLANATION

The purpose of this request is to increase the alternative placement capacity for residential treatment in order to support youth with behavioral challenges and their families.

The Contractor will deliver services to youth, who previously would have received such services at the Sununu Youth Services Center (SYSC). Services will be provided in a manner that supports community-based residential treatment services and include on-site individualized clinical services, access to psychiatry services, milieu treatment that encompasses individual culture, family treatment and integration services, staff ratios that are above the minimal expectations in the rule He-C 6350 and He-C 4001, as well as access to educational services.

Youth receiving services through this model may have previously struggled to complete treatment goals in multiple programs, in both residential treatment settings as well as in-home based programs within their community. Both vendors have demonstrated experience in working with youth who may demonstrate behaviors that are unsafe and may pose a threat to themselves, peers, families and/or the community.

Mount Prospect Academy will provide sixteen (16) residential treatment beds for males, all of which are new to the system. These services are available to youth who would otherwise not have been able to be served in the community. A second vendor (contract to be submitted to the Governor and Executive Council separately) will have six (6) residential beds for females, four (4) of which are new to the system with two (2) existing certified beds. The selected vendors will provide a total of twenty-two (22) residential treatment beds in the community. These services are available to youth who would otherwise not have been able to be served in the community.

Enhanced Placement Capacity services are trauma informed; family driven and youth guided; and will build upon the strengths and needs of both the youth and the family. Services provided will be evidence based and will utilize practices that are adaptive, flexible and address the needs of the population. The Department is hopeful that services will assist youth and their families to overcome mental health, substance misuse and behavioral challenges that may inhibit youth to successfully achieve permanency and transitions to adulthood.

Mount Prospect Academy was selected through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' Website from October 6, 2017 through November 9, 2017. In addition, an email announcement of the published RFP was sent out to a comprehensive list of child residential and community-based providers across New Hampshire and the United States. A Vendors' Conference was held on October 17, 2017.

The Department received five (5) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Summary Score Sheet is attached.

As referenced in the Request for Proposals, and in the Exhibit C-1 of this contract, the Department reserves the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

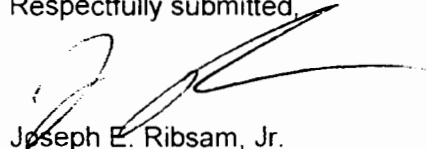
Should the Governor and Executive Council not authorize this request, the youth who will no longer be eligible for the Sununu Youth Services Center based on HB 517 may have inadequate placement options due to the Department's limited residential treatment resources. This may impact the youth, the families, and potentially the communities that the youth are from as the youth may not have services to meet their needs. In addition, it could negatively impact the ability of the Department to meet the needs of the youth.

Area served: Statewide

Source of Funds: 50% Medicaid Federal Funds and 50% General Funds.

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

Respectfully submitted,



Joseph E. Ribsam, Jr.
Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Enhanced Placement and In-Home
Service Capacity Program

RFP-2018-DCYF-10-ENHAN

RFP Name

RFP Number

Reviewer Names

- | | Bidder Name |
|----|---|
| 1. | Mount Prospect Academy (for Residential Services) |
| 2. | Mount Prospect Academy (for Community-Based Services) |
| 3. | Millcreek Behavioral Health |
| 4. | Lakeland Behavioral Health System |
| 5. | Nashua Children's Home |

Pass/Fail	Maximum Points	Actual Points
	575	468
	575	525
	575	392
	575	415
	575	295

- | | Reviewer Names |
|----|--|
| 1. | Kathleen Talbot, Program Specialist IV |
| 2. | Richard Sarette, Administrator II |
| 3. | Brady Serafin, Administrator III |
| 4. | Sarah Fox |
| 5. | Rebecca Lorden, Administrator III |
| 6. | Daniel French, Administrator II |
| 7. | Claudia Marchesseault, Administrator I |

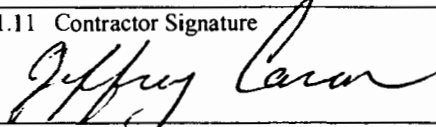
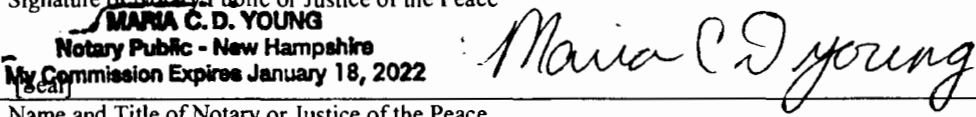
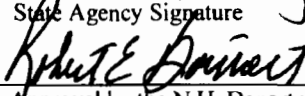
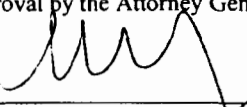
Subject: Enhanced Placement Capacity Program (RFP-2018-DCYF-10-ENHAN-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH 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		1.4 Contractor Address 354 Main Street Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-1102	1.6 Account Number 05-95-42-421010-29580000-535-500376	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$4,654,978
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeff Caron President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Grafton</u> On <u>Nov. 28, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  MARIA C. D. YOUNG Notary Public - New Hampshire My Commission Expires January 18, 2022			
1.13.2 Name and Title of Notary or Justice of the Peace Maria Young, Notary Public			
1.14 State Agency Signature  Date: <u>12/05/2017</u>		1.15 Name and Title of State Agency Signatory Robert E. Burrows, Deputy Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Cole Attorney On: <u>12/6/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. **WAIVER OF BREACH.** 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.

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide an Enhanced Placement Capacity Program to pre-adjudicated and adjudicated delinquent youth between eleven (11) and twenty-one (21) years of age who:
 - 1.3.1. Are ineligible to receive services at the Sununu Youth Services Center (SYSC) because of changes in State law adopted in 2017 Laws Ch. 156.
 - 1.3.2. May have a tendency for high risk behaviors, including but not limited to:
 - 1.3.2.1. Significant behavioral challenges,
 - 1.3.2.2. Past assaultive behaviors,
 - 1.3.2.3. Past aggressive behaviors towards staff and other youth,
 - 1.3.2.4. A history of oppositional behaviors,
 - 1.3.2.5. Substance misuse, self-injurious behaviors,
 - 1.3.2.6. Suicidal ideation and gesturing,
 - 1.3.2.7. Fire setting history,
 - 1.3.2.8. Problem sexual behaviors,
 - 1.3.2.9. Mental Health Diagnoses and Habitual absconding behaviors.
 - 1.3.2.10. Non-compliant with treatment, education or other services provided through previous programs both in-home and in residential services.
 - 1.3.2.11. Co-occurring diagnoses with mental health and substance use disorders.
 - 1.3.2.12. Exhibited assaultive or destructive behaviors in previous placements as well as running away and/or defiance.
 - 1.3.2.13. Unmet medical needs that must be immediately addressed.

A handwritten signature in black ink, appearing to be "J. D." or similar, written over the "Contractor Initials" label.



Exhibit A

- 1.4. Programing provided by the Contractor shall incorporate services that are family driven and youth guided and provided in a manner that builds upon the strengths and needs of the youth and the family.
- 1.5. The Contractor's services shall be adaptive, flexible and address the dynamic needs of the population served and preferably are evidence based or promising practices.
- 1.6. The Contractor shall provide services in a residential setting that ensures safety and supervision of the population served.
- 1.7. The Contractor's services shall be culturally appropriate and include support for all genders including youth who identify as transgender.
- 1.8. The Contractor's services shall be age and developmentally appropriate and promote positive youth development.
- 1.9. The Contractor shall ensure family support services are provided.
- 1.10. The Contractor shall provide all services in Section 2, Scope of Work.

2. Scope of Work

The Contractor shall provide **Enhanced Residential Treatment Services** to assist youth and their families in overcoming mental health, substance misuse and other behavioral challenges that may inhibit successful achievement of permanency and transitions from youth to adulthood.

2.1. Program Implementation

- 2.1.1. The Contractor shall have the capacity to accept six (6) youth into the Residential Program on January 1, 2018.
- 2.1.2. The Contractor shall have the capacity to accept an additional six (6) youth into the Residential Program on February 1, 2018.
- 2.1.3. The Contractor shall have the capacity to accept an additional four (4) youth into the Residential program on March 1, 2018, bringing the program to capacity at sixteen (16) youth.

2.2. Residential Site Location

- 2.2.1. The Contractor shall provide a total of sixteen (16) beds at its residential facility located at 19 Owl Street, Campton, NH. The Residential Facility shall:
 - 2.2.1.1. Offer a home-like setting designed for safely treating this high-risk population.
 - 2.2.1.2. Be in compliance with NH Code He-C 4001, NH Residential Child Care Licensing Rules, as well as all required state and local requirements for licensing, health and safety codes and zoning.

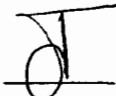

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Exhibit A

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- 2.2.2. The Facility, with two (2) distinct living "pods" located on separate floors, shall be capable of housing up to eight (8) youth each and will be self-contained. Each pod shall include, but is not limited to:
- 2.2.2.1. Single-occupancy bedrooms;
 - 2.2.2.2. Three (3) bathrooms;
 - 2.2.2.3. A lounge area with television;
 - 2.2.2.4. Laundry facilities; and
 - 2.2.2.5. Therapy/meeting rooms.
- 2.2.3. The Contractor shall provide a common cafeteria for youth to eat at different times.
- 2.2.4. The Contractor shall provide a large recreation room and outside activity area for use by program participants.
- 2.2.5. The Contractor shall provide off-site recreation alternatives for youth.
- 2.2.6. Enhanced Residential Services include, but are not limited to:
- 2.2.6.1. Intake Process and Criteria
 - 2.2.6.1.1. The Contractor shall review referrals from the Department that have been determined eligible for the service.
 - 2.2.6.1.2. The Contractor shall conduct an interview process that includes an interview with the referred youth, review of background information and an acceptance decision which shall not exceed twenty-four (24) hours of referral.
 - 2.2.6.1.3. The Contractor's Intake Team shall, upon referral, complete an assessment and evaluation for the potential program participant.
 - 2.2.6.1.4. The Contractor's assessment and evaluation process shall ensure that each youth's level of risk is determined to maintain appropriate levels of supervision and intervention
 - 2.2.6.1.5. The Contractor's Intake Team shall request and collect available information that will include but is not limited to:
 - 2.2.6.1.5.1. All available juvenile justice reports, including victim statements, investigations, prior criminal history, etc.;
 - 2.2.6.1.5.2. All applicable court orders;
 - 2.2.6.1.5.3. Pertinent psychological, psychosocial, education and psychiatric assessments from the last two years;
 - 2.2.6.1.5.4. School and prior placement records and reports including current IEP; Administrative case plans and records (DCYF, SRS, etc.);



- 2.2.6.1.5.5. Medical histories;
- 2.2.6.1.5.6. DCYF/DJJS Youth Information Sheet; and
- 2.2.6.1.5.7. Other Clinical records of relevance.
- 2.2.6.1.6. The Contractor shall provide an intake date to the Department. Concurrently all required intake and State mandated paperwork will be provided by the Department,
- 2.2.6.1.7. Once the Contractor determines a participant meets the intake criteria and the youth is accepted the Contractor shall conduct a thorough assessment based on all information and shall develop appropriate treatment and aftercare plans.
 - 2.2.6.1.7.1. The Contractor shall customize treatment plans to meet the unique needs of each youth and his/her family.
 - 2.2.6.1.7.2. The Contractor shall make decisions regarding types, level and frequency of family treatment and support services based on need and shall be determined collaboratively by the youth's Treatment Team, which includes Contractor staff, representatives from the Department and the youth's family consistent with He-C 6350.
 - 2.2.6.1.7.3. The Contractor shall spend as much time as necessary with families during the intake and treatment process to ensure all question are answered and to establish lines of communication.
- 2.2.6.1.8. The Contractor shall facilitate ongoing communication with each youth's family, school and local community resources as identified.
- 2.2.6.2. Clinical Services
 - 2.2.6.2.1. The Contractor shall provide two full time Masters level clinical staff supervised by a clinical supervisor. One of which will meet the requirements set forth in He-C 6420 for Prescribing Practitioner.
 - 2.2.6.2.2. The Contractor shall provide two (2) Permanency Coordinators who will develop comprehensive transitional services within the youth's home and community settings.



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- 2.2.6.2.3. The Contractor shall provide on-site Clinical Services that meet the requirements of Administrative Rule He-C 6350 and He-6420, Medicaid Covered Services.
 - 2.2.6.2.4. The Contractor shall engage parents/caregivers, referring agencies and others from the youth's support system in the treatment process; with the goal of effectively transitioning the youth back to his/her home community.
 - 2.2.6.2.5. The Contractor's clinical staff, working with youth, shall have extensive knowledge and experience in residential therapeutic settings.
 - 2.2.6.2.6. The Contractor shall provide Youth one (1) to two (2) hours of individual therapy each week, and a minimum of two (2) hours of group therapy each week.
 - 2.2.6.2.7. The Contractor's Clinical Therapy shall utilize trauma informed treatment that is family driven and youth guided.
 - 2.2.6.2.8. The Contractor's clinical services shall include evidence based practices. Treatments shall include, but is not limited to:
 - 2.2.6.2.8.1. Crisis Stabilization
 - 2.2.6.2.8.2. Motivational Interviewing
 - 2.2.6.2.8.3. Attachment Regulation and Competency (ARC)
 - 2.2.6.2.8.4. Cognitive Behavioral Therapy (CTB)
 - 2.2.6.2.8.5. Life Skills Training
 - 2.2.6.2.8.6. Mindfulness Practices
 - 2.2.6.2.8.7. Experiential Therapy
 - 2.2.6.2.8.8. Movement Therapy
 - 2.2.6.2.8.9. Dialectical Behavioral Therapy (DBT)
 - 2.2.6.2.8.10. Eye Movement Desensitization and Reprocessing (EMDR)
 - 2.2.6.3. Psychiatric Services
 - 2.2.6.3.1. The Contractor shall provide psychiatric services on or off-site. Psychiatric services shall include, but is not limited to:
 - 2.2.6.3.1.1. Individual sessions with a New Hampshire licensed Psychiatrist once every four (4) to six (6) weeks
 - 2.2.6.3.1.2. An assessment of current functioning of youth and recommendations regarding the initiation or modification of psychiatric medications.



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2.2.6.3.1.3. Pharmacological evaluation (medical reconciliation) if necessary; and

2.2.6.3.1.4. Prescribing of psychiatric medications.

2.2.6.4. Medical Services

2.2.6.4.1. The Contractor shall provide medical services that include, but is not limited to:

2.2.6.4.1.1. A general health screening within twenty-four (24) hours of intake;

2.2.6.4.1.2. A nurse to arrange for a more comprehensive medical assessment or treatment if concerns exist as a result of the screening.

2.2.6.4.2. The Contractor shall make every effort to work with each youth's General Practitioner regarding medical issues or concerns.

2.2.6.4.3. The Contractor shall schedule medical appointments with a local medical center if unable to schedule appointment(s) with youth's General Practitioner.

2.2.6.4.4. The Contractor shall arrange for access to a dentist should a dental emergency occur.

2.2.6.4.4.1. Youth shall be provided dental services at their dentist should they have one or arrangements shall be made at a local dentist.

2.2.6.5. Residential Services

2.2.6.5.1. The Contractor shall ensure youth in the program function as part of the community.

2.2.6.5.2. The Contractor program staff and clinicians working with youth will have extensive knowledge and experience in residential therapeutic settings.

2.2.6.5.3. The Contractor shall have a skilled de-escalation team available to provide support during awake hours, and on-call support during overnight hours.

2.2.6.5.4. The Contractor shall ensure youth in the program engage in a variety of structured, supervised activities, including but not limited to:

2.2.6.5.4.1. Maintaining sleeping area in a clean, orderly fashion;

2.2.6.5.4.2. Participating in a rotating schedule of chores including cleaning the common areas and assisting with meals preparation and cleanup; and



2.2.6.5.4.3. Engagement in pro-social activities.

2.2.6.6. Vocational/Educational Services

- 2.2.6.6.1. The Contractor shall provide an education program to students whose behavior allows for safe participation.
- 2.2.6.6.2. The Contractor shall provide education through its off-site day school, a New Hampshire State Certified Program for students with educational disabilities.
- 2.2.6.6.3. The Contractor shall work closely with each youth's sending school to support basic skills development, credit recovery, IEP compliance and continued advancement toward the youth's graduation requirements.
- 2.2.6.6.4. The Contractor shall provide on-site tutoring, online courses and/or vocational options for students who cannot safely engage in activities away from the facility.
 - 2.2.6.6.4.1. Tutoring services shall be provided by the MPA day-school staff.
 - 2.2.6.6.4.2. On-site vocational options include, but is not limited to:
 - 2.2.6.6.4.2.1. Auto shop;
 - 2.2.6.6.4.2.2. Experiential science (outdoor biology, physics and physical sciences adventure activities);
 - 2.2.6.6.4.2.3. Woodworking; and
 - 2.2.6.6.4.2.4. Animal assisted therapies.
- 2.2.6.6.5. The Contractor shall have established relationships with community-based employers to offer additional work opportunities to program participants.

2.2.6.7. Transportation

- 2.2.6.7.1. The Contractor shall provide transportation for all program-related appointments and meetings, including but not limited to:
 - 2.2.6.7.1.1. Local medical, dental or behavioral health-related appointments; and
 - 2.2.6.7.1.2. Department-authorized court appearances.
- 2.2.6.7.2. The Contractor's vehicles shall be properly registered, insured, maintained in good working condition and will be equipped with basic safety equipment, including but not limited to:
 - 2.2.6.7.2.1. Spare tire;



Exhibit A

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- 2.2.6.7.2.2. Jack;
 - 2.2.6.7.2.3. First aid kit;
 - 2.2.6.7.2.4. Fire extinguisher; and
 - 2.2.6.7.2.5. Accident insurance packs.
 - 2.2.6.7.3. Drivers shall be employees of the Contractor who are at least twenty-one (21) years of age and hold a valid New Hampshire Driver's License, have an acceptable driving record and are insured.
 - 2.2.6.7.4. All drivers shall follow the Contractor's safe-driving protocols.
 - 2.2.6.8. Termination of Services
 - 2.2.6.8.1. The Contractor may terminate a youth from the Enhanced Placement Capacity Program for the following reasons:
 - 2.2.6.8.1.1. Repeated assaultive behaviors despite enhanced staffing patterns, resulting in the potential for significant injury to students or faculty members;
 - 2.2.6.8.1.2. Pervasive patterns of absconding behaviors that may result in significant injury or loss of life for the student involved;
 - 2.2.6.8.1.3. The presentation of psychiatric features that are beyond the Contractor's scope of practice;
 - 2.2.6.8.1.4. The youth's clinical needs can best be met in another setting as determined in the treatment planning process and the youth has been accepted into that setting;
 - 2.2.6.8.1.5. The youth is ready to transition to his identified permanency plan or concurrent plan;
 - 2.2.6.8.1.6. The Contractor follows He-C 6350.12(f) regarding the removal of a referred youth if, per Treatment Team assessment, the youth both refuses to engage in provided treatment despite multiple interventions attempted, while continuing to demonstrate significant high-risk behaviors impacting the treatment and safety of others in the program and community;
 - 2.2.6.8.2. The Contractor's Executive Director or Clinical Director shall work with the Milieu Clinician, Permanency Coordinator to facilitate a supportive meeting with the youth to discuss the youth's perspective of what his/her current challenges are; potential alternative interventions that may be used to support



Exhibit A

improved safety and functioning, and the potential ramifications of continuing to engage in high-risk behaviors.

2.2.6.8.3. The Contractor's Executive Director of Clinical Director will initiate an emergency team meeting if a youth's high-risk behavior(s) and/or lack of progress in treatment impact the safety of the youth, others or the community.

2.2.6.8.3.1. The purpose of the meeting, attended by a program administrator and a representative from the Department, is to brainstorm potential barriers and interventions that may support overall functional improvement. Outcomes may include, but is not limited to:

2.2.6.8.3.1.1. Recommending a higher level of care;

2.2.6.8.3.1.2. Utilizing local community resources such as local police;

2.2.6.8.3.1.3. Health Services.

2.2.6.8.3.2. The Contractor shall document in youth's clinical record if they have been identified as high-risk, or have demonstrated limited ability to move forward in treatment.

2.2.6.8.4. The Contractor may request an emergency removal of the youth per current State regulations if behaviors and/or lack of engagement persist.

2.2.7. Reporting

2.2.7.1. The Contractor shall maintain documentation in accordance with He-C 6350 and He 6420. In addition, for youth who are challenging and are identified as high risk, the Contractor shall:

2.2.7.1.1. Provide ongoing communication with the JPPO, including but not limited to:

2.2.7.1.1.1. Interventions utilized to support student safety and personal growth including the outcomes of the supporting measures monthly;

2.2.7.1.1.2. Administrator(s) on Duty/TCI reports that student has been involved;

2.2.7.1.1.3. Progress reports that clearly identify concerns of progress made in treatment, as well as interventions attempted and outcomes.



Exhibit A

- 2.2.7.2. The Contractor shall develop and submit a Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that outlines how the Contractor will ensure continuity of services for the youth population served. Frequent staff turnover may result in youth not completing treatment programs/services, which may lead to repeated destructive behaviors.

2.2.8. Staffing

- 2.2.8.1. The Contractor shall provide a 1:2 staff ratio with a senior support manager present during awake hours that allows for 1:1 staff ratio supervision of youth who require targeted intervention while maintaining a safe level of staffing to oversee remaining program participants.
- 2.2.8.2. The Contractor shall provide a skilled de-escalation team that is available to provide support during awake hours, and on-call support during overnight hours
- 2.2.8.3. The Contractor staff shall include, but is not limited to:
- 2.2.8.3.1. Program Director;
 - 2.2.8.3.2. Admissions and Clinical Coordinator;
 - 2.2.8.3.3. Clinical Director;
 - 2.2.8.3.4. Behavioral Specialists;
 - 2.2.8.3.5. Therapeutic Recreation Director;
 - 2.2.8.3.6. Community Managers;
 - 2.2.8.3.7. Milieu Clinicians;
 - 2.2.8.3.8. Permanency Coordinators;
 - 2.2.8.3.9. Nurse;
 - 2.2.8.3.10. Youth Counselors;
 - 2.2.8.3.11. Awake Overnights; and
 - 2.2.8.3.12. Transporters

2.2.9. Staff Development Plan

- 2.2.9.1. The Contractor shall conduct trainings that promote ongoing professional development;
- 2.2.9.2. Contracted faculty staff shall meet regulatory requirements per He-C 6350.11.
- 2.2.9.3. Contractor staff shall complete a two (2) week (72 hour) training during the initial two (2) months of employment focusing on



Exhibit A

development of treatment standards including Therapeutic Crisis Intervention (TCI), Attachment Self-Regulation and Competency (ARC), medication management and administration and Cardiopulmonary Resuscitation (CPR).

- 2.2.9.4. Contractor direct-care staff shall receive program-related training consistent with the needs of the program and its population.
- 2.2.9.5. Contractor staff shall conduct trainings in compliance with child services licensing requirements on an ongoing basis.

2.2.10. Project Management

- 2.2.10.1. Within fifteen (15) days of the contract effective date, the Contractor shall meet with Department staff, judges, probation officers, referred families and others to answer any questions about the program.

2.2.11. Deliverables

- 2.2.11.1. The Contractor shall prepare a program overview and program-related contact list to distribute to stakeholders who may refer youth to the program.
- 2.2.11.2. The Contractor shall submit monthly data points to the Department by the tenth (10th) day of each month based on the Department's residential treatment database.
- 2.2.11.3. The Contractor shall submit monthly restraint and seclusion data to the Department by the tenth (10th) day of each month and shall provide additional details at the Department's request.
- 2.2.11.4. The Contractor shall submit additional data points monthly to the Department for approval.
- 2.2.11.5. The Contractor's Clinical Coordinator shall conduct ongoing Quality Assurance Audits on both clinical services and overall service delivery. The Contractor shall submit Quality Assurance Audits to the Department, at the Department's request, at the technical assistance visits or at the on-site review.

3. Methods of Secure Transmission of Data

- 3.1. Application Encryption. If User is transmitting DHHS data containing Confidential Data between applications the User attests the applications have been evaluated by a vendor knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 3.2. Computer Disks and Portable Storage Devices. User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.



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Exhibit A

- 3.3. Encrypted Email. 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.
- 3.4. Encrypted Web Site. If 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.
- 3.5. File Hosting Services, also known as File Sharing Sites. User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 3.6. Ground Mail Service. User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 3.7. Laptops and PDA. If User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 3.8. Open Wireless Networks. User may not transmit Confidential Data via an open network. User may only employ a wireless network when remotely transmitting via a VPN.
- 3.9. Remote User Communication. If User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 3.10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If User is employing an SFTP to transmit Confidential Data, 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).
- 3.11. Wireless Devices. If User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.
- 3.12. The parties agree to negotiate an amendment to this Contract as needed to address changes in policy issues, fiscal issues, information security, and specific safeguards for maintaining confidentiality, as needed.



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the Form P-37, General Provisions, for the services provided pursuant to Exhibit A, Scope of Services.
 - 1.1. This Contract is funded with:
 - Funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) #1701NHFOST and Medicaid
 - Other Funds from local education agency
 - State General Funds
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services, in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.
- 2) Payment for said services shall be made subject to the following conditions:
 - 2.1. Payment for sixteen (16) residential beds, per day, per youth, for filled beds only.
 - 2.1.1. The Contractor shall provide a maximum of sixteen (16) beds for the target population.
 - 2.1.2. Reimbursement shall be made on a per youth basis, seven (7) days per week, 365 days per year.
 - 2.1.3. The daily reimbursement rates shall be as follows:
 - 2.1.3.1. Residential for IEP eligible youth, \$532.85 per day;
 - 2.1.3.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor;
 - 2.1.3.3. Residential Non-IEP eligible youth, \$532.85 per day; and
 - 2.1.3.4. Education for Non-IEP eligible youth, \$122.19 per day.
 - 2.2. The Contractor shall submit the Board and Care invoices, provided by the Department, to a Medicaid Fiscal Agent via the Website below:
<https://business.nh.gov/beb/pages/index.aspx>
 - 2.3. An authorized representative of the Contractor must sign requests for payment. Payment requests may be submitted bi-weekly, but at a minimum must be submitted monthly for services specified in Exhibit A, Scope of Services, incurred in the prior month.
 - 2.4. The invoice must include the date, and a brief description in accordance with Exhibit A, Scope of Services.



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Exhibit B

- 2.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors shall keep detailed records of their activities related to DHHS-funded programs and services.
- 2.6. The final invoice shall be due to the State no later than forty (40) days after the contract Completion Date, block 1.7 of the Form P-37 General Provisions.
- 3) Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
- 4) Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 5) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

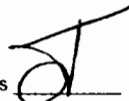
PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.


2/28/17



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

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

Contractor Name:

11/28/17
Date

Jeffery Carr
Name
Title
President

Contractor Initials

Date

J
11/28/17



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 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.

Contractor Name:

11/28/17
Date

[Signature]
Name
Title: President

Exhibit E – Certification Regarding Lobbying

Contractor Initials

[Signature]
Date 11/28/17



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

11/28/17
Date

Jeffrey L. Carr
Name:
Title: President



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

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

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

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

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

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

11/28/17
Date

Jeffrey Paron
Name: President
Title:

Exhibit G

Contractor Initials

JP

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/28/17
Date

Jeffrey Carr
Name: President
Title:

Contractor Initials JC
Date 11/28/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

- I. "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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date 1/28/17



Exhibit I

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

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

Department of Health and Human Services

The State

Robert E. Boisvert
Signature of Authorized Representative

Robert E. Boisvert
Name of Authorized Representative

DEPT DEPUTY DIRECTOR
Title of Authorized Representative

12/04/2017
Date

Jeff Caron Mount Prospect Academy
Name of the Contractor

Jeff Caron
Signature of Authorized Representative

Jeff Caron
Name of Authorized Representative

President
Title of Authorized Representative

11/28/17
Date



**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.

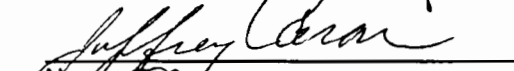
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

Mount Prospect Academy

11/28/17
Date


Name: Jeff Carr
Title: President

Contractor Initials

Date 11/28/17



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: 969230668
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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

New Hampshire Department of Health and Human Services

Exhibit K



by the vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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.

A handwritten signature in black ink, appearing to be "J" or "K" with a stylized flourish.