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

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4455 1-800-852-3345 Ext. 4455
Fax: 603-271-4729 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcyf

October 31, 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 for Children, Youth and Families, to enter into an agreement with Becket Academy, Inc. dba Becket Family of Services, Vendor # 264251 R001, in an amount not to exceed \$3,988,164, for the provision of a minimum of twelve (12) beds, to sixteen (16) beds statewide which shall be available for male and female youth in a short-term, staff secure shelter care facility known as Becket Family of Services, located in Hampton, New Hampshire, effective upon date of the Governor and the Executive Council approval through August 31, 2019. 50% Federal Funds, 50% General Funds.

Funds are available in the following accounts for SFY 2018 and SFY 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	535-500376	Out of Home Placements	42105852	\$1,329,388
SFY 2019	535-500376	Out of Home Placements	42105852	\$1,994,082
SFY 2020	535-500376	Out of Home Placements	42105852	\$664,694
			Total	\$3,988,164

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 above action is requested to provide shelter care beds to ensure that court-ordered short-term staff-secure shelter care services are provided to adolescents. The Division strives to have shelter care beds available statewide. This agreement with Becket Academy, Inc. will help provide that

resource to the Division as part of its service delivery options, thus the Division is requesting approval to guarantee payment for a cumulative total of twelve (12) beds, per day, whether or not those beds are filled. These beds shall be available for male and female youth. Reimbursement will be made on a child per day basis, seven (7) days per week, 365 days per year.

Shelter care service provides short-term residential care for adolescents in crisis who are awaiting further placement, evaluation, completion of a services plan, or court action. The youth are Children in Need of Services, delinquent, abused, or neglected and have been court-ordered to this type of residential placement. Shelter care services are comprised of 24-hour per day residential care, with a staff-to-youth supervision ratio of 1:3 or lower. In this self-contained setting, youth participate in school, individual and group therapy and physical/recreational activities. They also receive some medical care.

Shelter care goals include: providing stability for youth by providing services that emphasize structure, ensures safety, and close supervision and containment; improving the youth's behavior through an effective behavioral management system based on their individual need; and maintaining the youth's connection to their family by facilitating contact between them and introducing concepts that promote healthy relationships.

The youth served are typically in a transitional phase, often being removed from their home for the first time while the Division is in the midst of identifying the youth's individual treatment and/or rehabilitation needs. Many youth, with proper structure and family support, will return to their homes, while others may go onto lengthier residential programs that provide more intensive therapeutic services. These services are sometimes used for youth who were in another residential placement and are transitioning their way back to home – with shelter care being a less intensive placement than their current one, and, therefore, a transitional step to ensure their successful return home. In yet other cases, shelter care may be needed for a youth that is transitioning from one residential placement to another, after treatment has revealed the need for a different therapeutic approach/residential setting, but for whom a bed at the next setting is not yet available.

The costs associated with the Division's shelter care facilities are identified as either residential, educational or a combination thereof. For youth served that are educationally coded, their respective legally liable school district (local education agency) is responsible for payment of the educational costs. The educational costs for youth that are not educationally coded are the responsibility of the Division.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

Should Governor and Executive Council not authorize this Request, youth served may need to be placed in existing residential programs throughout the State. Those programs are more costly than shelter care. Should these youth, who are Children in Need of Services (CHINS), delinquent, abused, or neglected, have been court-ordered to this type of residential placement, the Division would not be able to provide this.

Becket Academy, Inc. dba Becket Family of Services was selected for this project through a competitive bid process. A Request for Applications was posted on The Department of Health and Human Services' web site from July 7, 2017 through August 24, 2017.

The Department received one (1) application. The application was 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 application. The Bid Summary is attached.

As referenced in the Request for Application and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

- The Contractor achieving an 80% consumer (youth) satisfaction rating for the first year of the contract, and an 85% consumer (youth) satisfaction rating for the second year of the contract.
- 100% of youth were seen by a duly licensed physician or advanced practice registered nurse for a physical examination within 30 days of admission.
- In 100% of the cases, upon each youth's entry into the program, the Contractor utilized and completed a standardized intake sheet that captured essential information pertaining to the youth.
- In 95% of the cases, the Contractor utilized a user-friendly admission process that worked cooperatively with the Department's referring staff.
- 80% of youth reported feeling that they were physically safe in the program.
- 80% of youth reported feeling that the program was structured, in that they were aware of the daily expectations of staff and youth.
- In 95% of the cases in which a youth ran away from the program, the Contractor's staff utilized intervention techniques to prevent the youth from running (e.g. crisis management, de-escalation techniques, peer supports, 1:1 staff/youth supervision), as documented through the staff's daily reporting.
- Within 24 hours of entry into the program, 100% of youth were provided with an orientation where the behavioral expectations and the Contractor's program rules were explained to them which shall include PREA.
- Individualized treatment plans were established for 100% of youth within ten (10) business days of the youth's admission to the program.
- 80% of youth made documented progress in the behavior management program during their participation in the program.
- In 100% of the cases, the Contractor's documented facilitation of contact between youth and family.
- In 90% of the cases wherein the Department requested this interaction, the Contractor's documented introduction to the youth and family of concepts that promote healthy relationships.
- The long-term well-being of each youth was supported by the Contractor, as evidenced by:
 - In 95% of the cases, the Department's referring staff reported that the Contractor actively supported the development of permanency or appropriate discharge planning;
 - 90% of youth completed their stay at the shelter until the Department's planned discharge date;
 - The Contractor accepted 100% of the Department's appropriate referrals to the program (excluding referrals made, but not accepted, due to the limit established on the facility's license and the contract);

- 100% of authorized assessments were conducted (unless participation in the program terminated prior to timely completion) and resultant reports timely submitted to the Department;
- The Division's referring staff were provided with weekly written reports identifying progress of the youth, 100% of the time; and
- The Contractor provided discharge summaries to the Department's referring staff, 100% of the time, within one (1) business day of discharge.
- Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

Area served: New Hampshire

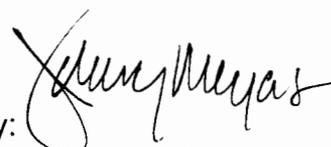
Source of Funds: 50% Federal Funds from Medicaid, and 50% General Funds.

In the event that the Federal Funds become no longer available, 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**

**Shelter Care Residential Services for
Youth in New Hampshire**

RFA-2018-DCYF-03-SHFLT

RFP Name

RFP Number

Reviewer Names

1. Daniel French, Administrator II,
Juvenile Justice Services (Tech)
2. Eileen Mullen, Administrator III,
DCYF Child Protection (Tech)
3. Kathleen Talbot, MSW, Community
Prog Specialist, DCYF (Tech)
4. Rebecca Lorden, Financial
Manager, DHHS (Cost)
5. Santina Thibedeau, Administrator,
Bureau of Special Ed (Cost)

Pass/Fail	Maximum Points	Actual Points
	250	243

Bidder Name

1. Becket Family of Services
2. _____
3. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 7, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Becket Academy, Inc. dba Becket Family of Services of Orford, NH as described below and referenced as DoIT No. 2018-015.

This is a request to enter into a contract agreement to provide short-term, staff-secure residential treatment services. The Shelter Care Program shall be limited to serving up to sixteen (16) New Hampshire youth, aged 11 to 18 years, for a period of up to sixty (60) days, with a New Hampshire DCYF referral, or are a Child in Need of Services (CHINS), or are delinquent and that have a valid court order for the service.

The amount of the contract is not to exceed \$3,988,164.00, and shall become effective upon the date of Governor and Executive Council approval through August 31, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a white background.

Denis Goulet

DG/kaf
DoIT #2018-015

cc: Bruce Smith, IT Manager, DoIT

Subject: RFA-2018-DCYF-03-SHELT

Shelter Care Residential Services for Youths in New Hampshire

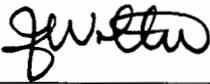
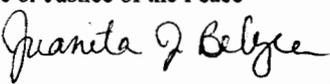
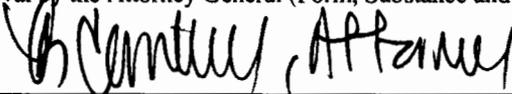
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Becket Academy, Inc. dba Becket Family of Services		1.4 Contractor Address P.O. Box 325 Orford NH 03777	
1.5 Contractor Phone Number 603-353-9120	1.6 Account Number 05-95-42-421010-29580000-535-500376	1.7 Completion Date August 31, 2019	1.8 Price Limitation \$ 3,988.164
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 Jay T. Wolter, President	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Crafton</i> On <i>Oct. 30, 2017</i> , 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 <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">[Seal]</div> <div style="text-align: center;">  JUANITA J. BELYEA, Notary Public State of New Hampshire Commission Expires August 23, 2022 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Juanita J. Belyea			
1.14 State Agency Signature  Date: <i>11/3/17</i>		1.15 Name and Title of State Agency Signatory Joseph R. Bism Director DCYF	
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:  , Attorney On: <i>11/5/17</i>			
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

Contractor Initials GW
Date 10/30/17

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.

Contractor Initials JW
Date 10/30/17

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.

Contractor Initials *GW*
Date 10/30/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will 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 pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Shelter Care Program shall be limited to serving New Hampshire youth, aged 11 to 18 years, with a New Hampshire DCYF referral, or are a Child in Need of Services (CHINS), or are delinquent and that have a valid court order for the service.
- 2.1.2. The youths served may have special academic needs, since many have been identified as educationally disabled.

NOTE: The program is **NOT** designed or expected to serve the following populations:

- 2.1.2.1. Youth who are actively suicidal to the extent that the youth's capacity to participate in the program is impaired and that their safety within the program may be compromised. This determination will be made by a qualified mental health professional, or a staff-member of a mental health facility;
- 2.1.2.2. Youth who are intoxicated or under the influence of illegal or non-prescription drugs, or suffering from misuse of a prescribed drug such that a potential medical emergency exists;
- 2.1.2.3. Youth who are diagnosed as actively psychotic or suffering from emotional disorders or chronic mental illness such that the youth's capacity to participate in the program is impaired;

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Exhibit A

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- 2.1.2.4. Youth who are physically assaultive to a degree which would endanger the safety of program youth or staff; or
 - 2.1.2.5. Youth who have been previously convicted or currently charged with the crime of arson (RSA 634:1), or have a history of fire setting such that the safety of the youth and staff may be immediately endangered.

2.2. Scope of Work

The Contractor must:

- 2.2.1. Provide short-term, staff-secure residential treatment services for up to sixteen (16) youth, ages 11 to 18, who have a DCYF referral, Child in Need of Services (CHINS) designation, or who are delinquent and have a valid court order for the services, and in accordance with applicable state and federal rules, certifications, and licensure requirements, for a period of up to sixty (60) days. Unless a waiver submitted by the Contractor and approved by the State to extend past the sixty (60) day time frame. This will be determined on a case by case basis.
- 2.2.2. Respond to the Department's request from referring staff within thirty (30) minutes.
- 2.2.3. Receive youth into care with an admission process that responds immediately to the needs of DCYF referring staff and ensures that critical information pertaining to each youth is obtained as quickly as possible.
- 2.2.4. Provide participants with clinical services, educational services, structured physical activities including weekend wilderness-based adventure programming, and community service/volunteer opportunities.
- 2.2.5. Provide services which emphasize structure in daily routines, safety, close supervision and containment in the residential setting to ensure that youth experience stability and safety. To improve the youth's behavior by providing an effective behavioral management system based on their individual needs.
- 2.2.6. Assist the Department with the development of a discharge plan that is appropriate to meet therapeutic and permanency needs of the youth which will support the long-term well-being of each youth.
- 2.2.7. Provide each youth with the ability to maintain a connection to their family or caretaker, as authorized by the Department's DCYF staff, by facilitating contact between youth, family connections and introducing concepts that promote healthy relationships.

2.3. Core Shelter Care Services

- 2.3.1. The program will be located at 30 Winnacunnet Road in Hampton, New Hampshire.
- 2.3.2. The Contractor shall operate the shelter care facility program twenty-four (24) hours a day, 365 days per year.

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- 2.3.3. The Contractor shall provide short-term, staff-secure residential treatment services for up to sixteen (16) youth, ages 11 to 18, who have a DCYF referral, Child in Need of Services (CHINS) designation, or who are delinquent and have a valid court order for the services.
- 2.3.4. The Contractor will adhere to requirements of NH Code HE-C4001, NH Residential Child Care Licensing Rules and all required state and local requirements for licensing, health and safety codes, and zoning.
- 2.3.5. The Contractor will adhere to requirements of a program that is staff-secure according to New Hampshire's Administrative Rule, He-C 6350.02(ao), and is highly structured to safely house the youth in the residential setting using residential staff to ensure safety.
- 2.3.6. The milieu shall be a therapeutic program that promotes responsibility, personal growth and positive behavioral changes in the youth, that include, but are not limited to, the short-term services:
- 2.3.6.1. Trauma reactivity and behaviors;
 - 2.3.6.2. Chronic running away;
 - 2.3.6.3. Substance use disorder;
 - 2.3.6.4. Physical aggression and acting out;
 - 2.3.6.5. Engagement in sexual acting out;
 - 2.3.6.6. Suicidal ideation and gesturing;
 - 2.3.6.7. Conflictual family and caretaker relationships;
 - 2.3.6.8. Demonstration of anti-social behavior;
 - 2.3.6.9. Educational issues;
 - 2.3.6.10. Mental Health Diagnoses; and
 - 2.3.6.11. Oppositional defiant and conduct disorder behaviors.
- 2.3.7. The Contractor shall maintain a secure dorm space and dedicated staff for the residential services program separate from the Community Based Acute Treatment (CBAT) program. The programs will share common areas which shall include, but are not limited to:
- 2.3.7.1. Kitchen and dining hall;
 - 2.3.7.2. Recreational areas;
 - 2.3.7.3. Educational facilities; and
 - 2.3.7.4. Meeting rooms.
- 2.3.8. The Contractor shall have participants function as part of a community and engage in a variety of structured, supervised activities which shall include, but not be limited to:
- 2.3.8.1. Educational programming
 - 2.3.8.2. Physical activities;



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- 2.3.8.3. Therapeutic services; and
 - 2.3.8.4. Community service/volunteer activities.
 - 2.3.9. The Contractor shall have participants, as members of the residential community, be responsible for:
 - 2.3.9.1. Maintaining their sleeping area in a clean, orderly fashion;
 - 2.3.10. The Contractor shall have participants, as members of the residential community participate in a rotating schedule of chores that includes:
 - 2.3.10.1. Cleaning the common area (tidying up, vacuuming, sweeping, emptying trash, etc.)
 - 2.3.10.2. Assisting with meal preparation and clean-up.
 - 2.3.11. The Contractor shall allow some intermingling of CBAT and residential services students and shared activities as appropriate. The Contractor will not tolerate any program disruptions, and CBAT students who cannot control their behavior will be kept separate from shelter care residents and vice versa.
 - 2.3.12. The Contractor shall meet all of the requirements of a Shelter Care Facility, as defined in Administrative Rule He-C6350, "Certification for Payment Standards for Residential Treatment Programs." The program design will target a short term model of service delivery that provides rehabilitative services that meet the requirements identified in Administrative Rule He-6420, "Medicaid Covered Services." In addition to these requirements, the Contractor shall be required to:
 - 2.3.12.1. Conduct a psychosocial assessment;
 - 2.3.12.2. Develop a treatment plan within ten (10) business days of the youth's admission to the program;
 - 2.3.12.3. Assess treatment plan goals regularly and document in weekly progress reports; and
 - 2.3.12.4. Conduct additional assessments that may be included in the youth's court order.

The Contractor shall provide less than a thirty (30) minute response to referrals made by Department and the program shall be available to the Department twenty-four (24) hours per day, seven (7) days per week for 365 days per year.
 - 2.3.13. The Contractor shall comply and demonstrate continued compliance with the U.S. Department of Justice, the Prison Rape Elimination Act (PREA) of 2003 and shall designate a PREA administrator for the program.



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- 2.3.14. The Contractor shall comply with the Reasonable and Prudent Parent Standard consistent with federal standard in SSA 475(10)(A) and shall identify a prudent parent at their program. A Reasonable and Prudent Parent Standard is characterized by careful and sensible parental decisions made by a caregiver for a youth in foster care (placement), which maintains the health, safety, and best interests of the youth while encouraging the emotional and developmental growth of the youth through participation in extracurricular, enrichment, cultural, and social activities.
- 2.3.15. The Contractor's nursing staff will coordinate student medication administration and address any medical needs program participants might have. The nurse will conduct a medical exam of each youth entering the program. If a program participant is lacking required immunizations or has not had a complete physical within the past year, the required services will be arranged.
- 2.3.16. The Contractor must create services that align with DCYF's mission and Practice Model in Exhibit L.

2.4. Intake

- 2.4.1. Upon referral, an assessment and evaluation process will be completed for each potential program participant.
- 2.4.2. Upon arrival, each participant will be assigned a Milieu Clinician.
- 2.4.3. The assessment and evaluation process will ensure that each student's level of risk is determined so that appropriate levels of supervision and intervention can be maintained.
- 2.4.4. The Program Director and/or Intake/Assessment Coordinator will conduct a pre-intake evaluation to assess the appropriateness of placement.
- 2.4.5. Planned admissions and after-hour emergency admissions will be made through the Intake/Assessment Coordinator via a designated phone number. The phone line will be staffed 24 hours/day, 365 days/year. Response to calls will be within 30 minutes.
- 2.4.6. The Intake/Assessment Coordinator shall notify the referring agency and use his/her best efforts to advise the referring agency when a bed is likely to be available. If no beds are available, the student can be added to the program's waiting list.
- 2.4.7. An intake meeting will be held upon the established admission date, with the student and whenever possible, his or her family and a representative from the referring agency. During this meeting, the student and his/her family will be introduced to the assigned clinician.
- 2.4.8. Intake meetings for cases of emergency intake, will be held as soon as practicable, usually the next business day.
- 2.4.9. The intake meetings will provide orientation of the student and his/her family and other involved parties to the treatment planning process and Hampton House program expectations. At a minimum, the meeting shall seek to accomplish the following:



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- 2.4.9.1. Review expectations of student, family and community resources, as they relate to treatment and program participation;
 - 2.4.9.2. Complete required paperwork including the intake packet, informed consent, and approved contact list;
 - 2.4.9.3. Have a preliminary discussion about potential treatment goals and objectives;
 - 2.4.9.4. Explain the treatment planning process and identify key treatment team members;
 - 2.4.9.5. Share contact information;
 - 2.4.9.6. Answer any questions that the child or his/her family may have about the program or treatment plan; and
 - 2.4.9.7. If the child's family is present, initial work on family assessments and home-time contracts also may occur during this initial meeting.
- 2.4.10. After the intake meeting, the Intake/Assessment Coordinator, Clinical Director, and/or Milieu Clinician shall transition the student into the program.

2.5. Clinical

- 2.5.1. The Contractor shall provide group and individual counseling that is driven by each youth's treatment plan. Substance misuse counseling and/or education must be provided for each youth, as appropriate. The program shall employ, at a minimum, one-half ($\frac{1}{2}$) day per week, consultation services from a clinician and/or a prescribing practitioner licensed with the NH Board of Mental Health Practice or NH Board of Psychology, which shall include:
 - 2.5.1.1. Diagnostic Evaluation performed by a staff member who meets the qualifications identified in Administrative Rule He-C6344, which shall include but not limited to:
 - i. Diagnostic Evaluation performed by a staff member who meets the qualification identified in Administrative Rule He-C6344; and
 - ii. Dual diagnosis of Mental Health and Substance Abuse Evaluation.
 - 2.5.1.2. There shall be a maximum of thirty (30) evaluations conducted within the fiscal year.
- 2.5.2. The Contractor shall complete evaluations based on the following guidelines:
 - 2.5.2.1. Evaluations shall only be conducted on adjudicated youth, identified by the Department's referring staff as in need of this service.
 - 2.5.2.2. Evaluations shall be completed within a twenty-one (21), to thirty (30) calendar-day time-frame, unless an alternative time-frame beyond thirty (30) days is established by the court or the Department's referring staff. The time-frame for completing evaluations begins on the day of admission.



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- 2.5.2.3. Evaluations are complete when the written document has been delivered by electronic transmission or U.S. mail to the Department's referring staff.
- 2.5.3. A nursing assessment shall be completed within 24 hours of admission.
- 2.5.4. A clinician shall be assigned to all participants. Clinician will establish in conjunction with other stakeholders, treatment goals and expectations.
- 2.5.4.1. Treatment goals and expectations will be identified during the participant's treatment plan during the first ten (10) days of residing in the program;
- 2.5.4.2. Treatment goals will be measured weekly and documented in weekly progress reports and sent to the Department's referring staff.
- 2.5.5. The Milieu Clinician will provide overall case management and clinical support to the participant and their family, and facilitate weekly phone calls with the referral sources and identified family systems.
- 2.5.5.1. The Milieu Clinician will use various evidence based approaches, including, but not limited to:
- a. Strength-based counseling;
 - b. Safety and behavior counseling;
 - c. Communication support;
 - d. Anger management; and
 - e. Trauma-focused counseling.
- 2.5.6. The Milieu Clinician shall, within ten (10) days following a student's admission, complete an initial psychosocial assessment and develop a treatment plan. This assessment will serve as the foundation upon which the initial treatment and preliminary aftercare plans are developed.
- 2.5.6.1. The Milieu Clinician shall, within ten (10) days of admission, develop an individualized treatment plan (ITP) for each student.
- 2.5.6.2. The ITP shall be reviewed and approved by the Clinical Director prior to implementation.
- 2.5.6.3. The ITP shall include a permanency plan, a concurrent plan and a community reintegration and transition plan.
- 2.5.6.4. ITP goals will be assessed regularly and documented in a weekly progress report.
- 2.5.6.5. ITP's shall be updated as necessary to respond to emerging and evolving needs of each student.
- 2.5.7. The Milieu Clinician will provide a minimum of one (1) individual session and two (2) group counseling sessions per week, utilizing cognitive behavioral and "mindfulness movement" therapeutic approaches.
- 2.5.8. The Milieu Clinician may use other assessment tools to best plan for treatment, which may include, but not be limited to:



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- 2.5.8.1. Youth Level of Service/Case Management Inventory;
 - 2.5.8.2. Addiction Severity Index;
 - 2.5.8.3. Beck Depression Inventory; and
 - 2.5.8.4. Beck Anxiety Inventory.
- 2.5.9. The Contractor will have a State of NH Licensed Drug and Alcohol Counselor to conduct alcohol and drug abuse evaluations specified in He-C6344, if deemed necessary by the individual's treatment team. The Contractor's Clinical Director, who is a NH Licensed Independent Clinical Social Worker, will complete the diagnostic evaluations if deemed necessary by the individual's treatment team.
- 2.5.10. The Contractor will provide rehabilitative services that meet the requirements of Administrative Rule He-6420 (Medicaid covered services) for the short-term model of service delivery.
- 2.5.11. The Contractor shall ensure that participants will receive 1 to 2 hours of individual therapy each week and two (2) hours of group therapy per week.
- 2.5.12. The Contractor shall use trauma-informed evidence-based therapies to best help each participant and meet their needs while maintaining a strength-based approach. These approaches include:
- 2.5.12.1. Crisis Stabilization;
 - 2.5.12.2. Trauma Informed Cognitive Behavior Therapy;
 - 2.5.12.3. Motivational Interviewing;
 - 2.5.12.4. Life Skills Training;
 - 2.5.12.5. Mindfulness Practices;
 - 2.5.12.6. Experiential Therapy;
 - 2.5.12.7. Dance/Movement Therapy;
 - 2.5.12.8. Eye Movement Desensitization and Reprocessing (EMDR);
 - 2.5.12.9. Dialectical Behavior Therapy (DBT); and
 - 2.5.12.10. Crisis Stabilization.

2.6. Family Component

- 2.6.1. The Contractor shall incorporate a family-centered focus that is reflected in the program's milieu. The facility shall have a family component that emphasizes on-site services facilitated by the Family Worker. The primary focus will be that the program's philosophy endorses a family-centered model. The program shall provide the following services to families:
- 2.6.1.1. Supportive system of verbal and written communication with families;
 - 2.6.1.2. Flexible visiting hours, 10:00 AM – 7:00 PM daily;
 - 2.6.1.3. Supervised visitation that accommodates the family's schedule;



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- 2.6.1.4. Transportation for and coordination of scheduled home visits;
 - 2.6.1.5. Supportive services that promote family reunification when identified by the Department's referring staff;
 - 2.6.1.6. Services and activities that promote family involvement at the residential setting from intake to discharge;
 - 2.6.1.7. Parental education and family counseling;
 - 2.6.1.8. Facilitate and supervise telephone communication between youth and family members;
 - 2.6.1.9. Be available by telephone to respond to family members' routine inquiries on nights, weekends, and during youth's home visits; and
 - 2.6.1.10. Receipt of weekly progress reports.

2.7. Medical

- 2.7.1. The Contractor shall provide the services of a Registered Nurse (RN), for a minimum of two (2) hours daily, onsite, unless an alternative medical staffing plan is approved by the Department. Services will include, but not be limited to:
 - 2.7.1.1. Conducting intake health assessments within twenty-four (24) hours of admission and taking appropriate action if the health assessment unearths any concerns that warrant further examination;
 - 2.7.1.2. Overseeing the administration of medications and training staff in proper techniques for medication administration, monitoring and storage;
 - 2.7.1.3. Coordinating medical examinations for youth in accordance with NH Medicaid Program Rule He-W 546 (see Section 2.6.5);
 - 2.7.1.4. Schedule a physical with the youth's Primary Care Physician (PCP). If not possible, either because the youth does not have a PCP, the PCP's office is prohibitively far away, or the PCP cannot schedule an appointment within 30 days, the RN will secure an appointment for the youth with a local doctor or urgent care facility;
 - 2.7.1.5. Maintain medical records, including physical exam report, for each program participant and providing copies to the Department's referral source at discharge in accordance with HIPAA;
 - 2.7.1.6. Provide medical care to program participants as required, conduct preliminary assessment of participant injury/illness to determine what level of care is necessary. If the level of care exceeds on-site capacity, facilitate transfer of participant to an appropriate medical facility;
 - 2.7.1.7. Liaising with the Psychiatric Consultant relative to participant medication and guiding staff accordingly.



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- 2.7.2. The Contractor shall provide nursing services during non-business hours, including weekends and holidays with nursing staff who take turns being "on call" via phone for medical consultation.
 - 2.7.3. The Contractor ensures that acute care will be provided by the nearest urgent care facility or emergency room depending on the severity of the injury/illness.
 - 2.7.4. The Contractor shall provide an alternative medical staffing plan to be approved by the Department.
 - 2.7.5. The Contractor shall provide access to a medical provider(s) who will conduct health care assessments for all new admissions, acute care and oversee the administration of medications. The Contractor shall also establish safeguards through staff training on medication administration, monitoring and storage.
 - 2.7.6. The Contractor shall provide medical examinations for youth in accordance with NH Medicaid Program Rule He-W 546 (EPSDT). Youth shall receive this service within thirty (30) days, if not completed in the year prior to admission.
 - 2.7.6.1. The Contractor shall retain documentation that a comprehensive physical exam has been completed within the year if this service is not completed.
 - 2.7.6.2. The Contractor shall ensure the youth be seen by a physician assistant or advanced practice registered nurse if the health assessment referenced in 2.6.1.1 unearths any concerns warranting further examination.
 - 2.7.6.3. The Contractor shall provide copies of the physical examination report to the Department's referral source at discharge in accordance with HIPAA and all required releases.
 - 2.7.7. The Contractor shall also comply with all of the other health care requirements in New Hampshire's Administrative Rules He-C 6350, He-C 4001, and He-C 6420.
 - 2.7.8. The Contractor shall have reasonable access to the services of licensed health practitioners and dentists, including emergency services.
 - 2.7.9. The Contractor will not bear the cost of medical services authorized by the Department and provided outside the facility, except for sub-contracted assessments, if any.

2.8. Recreation

- 2.8.1. The recreational component shall be part of the daily schedule including a variety of highly structured and supervised activities. This shall include gender specific and age appropriate activities. Since containment and supervision of youth is integral to the program, the shelter will establish a number of on-site recreational, athletic and leisure activities. Activities in the community shall only be conducted when it is determined that youth will be provided with high levels of supervision and support.



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2.8.2. The Contractor will offer adventure activities on the weekends for those students who meet behavioral criteria for safe participation. These activities include, but are not limited to:

- 2.8.2.1. State-of-the-art ropes course and climbing tower;
- 2.8.2.2. Miles of hiking trails;
- 2.8.2.3. Campsites, several wood-heated cabins for winter use;
- 2.8.2.4. A paintball course;
- 2.8.2.5. Disk-golf course;
- 2.8.2.6. Mountain bikes;
- 2.8.2.7. Backpacking gear for hiking;
- 2.8.2.8. Canoes, kayaks, paddleboards, inner tubes;
- 2.8.2.9. Cross country skis; and
- 2.8.2.10. Snowshoes.

2.9. Education

2.9.1. The Contractor shall provide an educational component which shall provide academic programming for each youth that meet the standards set by the New Hampshire Department of Education (DOE) for education services, specifically New Hampshire RSA 186:11, XXIX and New Hampshire's Administrative Rule, Ed 1100, RSA 21-N:9, 11, and Ed 400. The primary focus will be working with the youth's home school to ensure that there remains continuity in the youth's education.

2.9.2. The Contractor shall provide an educational program which may operate a traditional school year (10 months) with a two-month summer program. The Contractor shall provide extended school year services to any youth whose IEP requires it.

2.9.3. If any youth is identified as a youth with a disability, the Contractor shall comply with the educational services in accordance with New Hampshire's Administrative Rule, Ed1100.

2.9.4. The Contractor will provide educational services to those students unable to attend classes provided by Connections for Kids through the Kittery Academy, with on-site tutoring as necessary.

2.9.5. The Contractor will identify youth who can participate in established Extended Learning Opportunities in the community, including individual and group volunteer sites, as well as unpaid internships. Participation is based on the student's:

- 2.9.5.1. Level of safety;
- 2.9.5.2. Behavioral consistency;
- 2.9.5.3. Motivation; and



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- 2.9.5.4. Interest.
- 2.9.6. The Contractor will appropriately supervise and provide volunteer opportunities, internships, community service and restitution, as well as field trips and field-based learning opportunities which shall include, but not be limited to:
- 2.9.6.1. Feed, groom, and clean up after animals at the Kittery Horse Farm;
 - 2.9.6.2. Hold food drives, carry donations, stock shelves, and other activities as necessary at the Footprints Food Pantry;
 - 2.9.6.3. Plan and hold clothing drives; hold bake sales, and participate in other supportive activities at the Fair Tide Thrift Store and/or the Crossroads Homeless Shelter;
 - 2.9.6.4. Assist with volunteer trail maintenance at the Fort Rock Bike Trail Network; and
 - 2.9.6.5. Participate in educational programs and assist with trail maintenance at Fort Foster.
- 2.9.7. The educational component must also comply with the applicable requirement identified in New Hampshire's Administrative Rule, He-C6350.18.
- 2.9.8. The Contractor shall work with the Department, in conjunction with DOE, to determine the portion of the annual budget that is for educational services.
- 2.9.9. The Contractor's educational staff shall provide the Department with copies of the final educational discharge summary to the Juvenile Probation and Parole Officer (JPPO)/Child Protective Services Worker (CPSW) within one (1) day of discharge from the Shelter. The information will be used to draw the Department's attention to educational implications that may factor into the youth's ability to function in their local school setting.
- 2.9.10. The Contractor shall ensure that the facility is eligible to receive Title I, Part D funding.
- 2.9.11. The Contractor shall ensure that the Department is provided copies of all educational reports/summaries during the youth's stay at the facility.
- 2.9.12. The Contractor shall work with the sending/receiving schools to assist in the facilitation of the youth's education plan, move back into the identified school or transition into the new school upon discharge as well as coordinate any school credit earned.

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- 2.9.13. The Contractor has identified the Kittery Academy, located in Maine as their provider for educational services. Kittery Academy shall go through the private school and special purpose private school (Special Education) Maine DOE certification. Kittery Academy is a licensed and fully operating special education school, providing all required services (instruction, IEP development, case management, behavioral support, accommodations, etc.). Clinical Services are included as well, but all other ancillary services (e.g., OT, PT, or Speech) are provided on a contractual basis by the Contractor, and are paid for by the sending school district. Kittery Academy shall work in compliance with the DOE Administrative Rule governing separation of a 4-year age difference in a classroom for special education and will be able to accommodate educating all students who attend from the Shelter Care Program.
- 2.9.14. The Contractor has identified staff in the organizational chart listed under "Educational" services who are employees of Kittery Academy, which includes:
- 2.9.14.1. One (1) Special Education Administrator;
 - 2.9.14.2. Two (2) Special Education Teachers;
 - 2.9.14.3. Two (2) licensed Clinicians, and
 - 2.9.14.4. Four (4) Behavioral Health Professionals.
- 2.9.15. If DCYF believes working with a New Hampshire based educational provider is more advantageous for those youth being served, the Contractor shall work with DCYF to identify an appropriate partner.

2.10. Transportation

- 2.10.1. The Contractor is not expected to provide transportation to other facilities.
- 2.10.2. The Contractor shall provide a sufficient ratio of drivers and assume the cost of a transportation component, which shall include transportation to/from:
- 2.10.2.1. Local medical, dental or behavioral health related appointments;
 - 2.10.2.2. Department authorized home visits;
 - 2.10.2.3. Department authorized court appearances; and
 - 2.10.2.4. For any transportation required as part of the Contractor's recreation and school component.
- 2.10.3. The Contractor shall ensure that any vehicle used for transportation of youth will be:
- 2.10.3.1. Properly inspected, registered and insured;
 - 2.10.3.2. The driver holds a valid driver's license in the State of New Hampshire; and
 - 2.10.3.3. Driver shall be insured.
- 2.10.4. The Contractor will provide transportation to and from all program-related appointments and meetings which shall include, but not be limited to:

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- 2.10.4.1. Local medical, dental or behavioral health-related appointments;
 - 2.10.4.2. Department-authorized home visits; and
 - 2.10.4.3. Department authorized court appearances.
 - 2.10.5. The Contractor will provide transportation for all recreation, school and community-service related activities.
 - 2.10.6. The Contractor's vehicles utilized by this program will be:
 - 2.10.6.1. Properly inspected and registered;
 - 2.10.6.2. Insured;
 - 2.10.6.3. Maintained in good working order; and
 - 2.10.6.4. Will be equipped with basis safety equipment which shall include, but not be limited to:
 - a. Spare tire;
 - b. Jack;
 - c. First aid kit;
 - d. Fire extinguisher; and
 - e. Accident insurance packs.
 - 2.10.7. The Contractor's drivers will be employees who meet the following requirements:
 - a. Be at least 21 years of age;
 - b. Hold a valid New Hampshire driver's license;
 - c. Have an acceptable driving record;
 - d. Be insured; and
 - e. Must follow Becket's safe driving protocols.

2.11. Discharge Procedures

- 2.11.1. The Contractor shall discharge youth in accordance with the plan devised by the Department's referring staff or an order from the court. Any other discharges must fall within the criteria, which would exclude a youth from participation in the program (see Section 2.1, Covered Population).
- 2.11.2. The Contractor shall promptly notify the Department's referring staff and the DCYF Program Specialist of the decision to discharge a youth from the program. The discharge will not occur until after 48 hours of notifying the Department's referring worker during the week or until 72 hours of notifying the Department's referring worker on a weekend.
- 2.11.3. For all discharges initiated by the Contractor under the above provision, a discharge summary shall be submitted to the Department's DCYF Program Specialist, with a copy to the Department's referring staff. This summary will be submitted within one (1) business day of the discharge, consistent with New Hampshire's Administrative Rule He-C 6350.12(j), and an updated copy of the youth's information sheet will be forwarded to the referring worker.

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- 2.11.4. In the case of a youth who runs away or leaves without permission from the residential setting, the provider authorization for services shall be closed on the day the youth runs away. The provider shall be paid for the youth through the day the youth leaves the facility, consistent with New Hampshire's Administrative Rule He-C 6350.04.
- 2.11.5. The Contractor shall prepare a discharge summary for each student on or before the discharge date and, in all cases, it will be completed within one (1) business day following discharge.
- 2.11.6. The Contractor's final progress report shall include, in addition to information generally contained in a monthly progress report:
- 2.11.6.1. Reason for discharge;
 - 2.11.6.2. Where the student was discharged;
 - 2.11.6.3. Needs of the student which remain to be met, including statements in regard to progress within each identified treatment domain;
 - 2.11.6.4. Aftercare plan for meeting needs of the student;
 - 2.11.6.5. Discharge Medication Status;
 - 2.11.6.6. Copies of the most recent treatment plan;
 - 2.11.6.7. Academic records, including most recent report card, and if applicable, IEP.
- 2.11.7. The Contractor may initiate discharge in the event that a program participant engages in behaviors that are contrary to the criteria for program participation as indicated in Section 3.5.1.5.
- 2.11.8. The Contractor shall promptly notify the Department's referring staff and DCYF Program Specialist of the decision to discharge a youth from the program should a decision be made to discharge a participant for engaging in prohibited behaviors.
- 2.11.8.1. Discharge will not occur until after 48 hours of notifying the Department's referring worker during the normal work week, or 72 hours on a weekend.
 - 2.11.8.2. A discharge summary shall be submitted to the Department's DCYF Program Specialist with a copy to the Department's referring staff. This summary will be submitted with one (1) business day of the discharge as per New Hampshire's Administrative Rule HE-C 6350.12(j).

3. Staffing

3.1. Staff Qualifications and Training

- 3.1.1. The Contractor shall provide a minimum staff/youth ratio of 1:3.
- 3.1.2. The Contractor shall provide at least three (3) awake, overnight staff during youth sleeping hours with an option to secure a fourth night staff to support the program as necessary.



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- 3.1.2.1. One staff shall remain on each gender floor; and
 - 3.1.2.2. The third staff will alternate between the floors to assist during room checks and provide additional support should an issue arise.
 - 3.1.2.3. The Contractor shall provide staff with two-way radios to facilitate communication.
 - 3.1.3. The Contractor shall provide an on-call system with the administrative staff to provide support and consultation by phone at all times to direct care workers.
 - 3.1.4. The Contractor shall ensure the ability to provide relief staff and the ability to respond to crisis or emergency situations.
 - 3.1.5. The staff shall include administrative and direct care staff as well as consultants and support staff needed to operate the facility.
 - 3.1.6. The Contractor shall work with the Department to determine the portion of staff time that is reimbursable as Medicaid services, including obtaining worker time samples.
 - 3.1.7. The Contractor shall have 1.0 FTE Nurse position which shall be shared with the CBAT program located at the facility. The Nurse will be supervised by the Program Director.
 - 3.1.8. The Contractor shall have 1.0 FTE Clinical Director position which shall be shared with the CBAT program located at the facility. The Clinical Director will be supervised by the Program Director.
 - 3.1.9. The Contractor shall have one 1.0 FTE Program Director position which shall be located at the facility. The Program Director will be responsible for coordinating and running the day-to-day operations of the program which shall include, but not be limited to:
 - 3.1.9.1. Supervising residential staff and counselors;
 - 3.1.9.2. Participate in admission of new residents;
 - 3.1.9.3. Ensure smooth orientation into the program;
 - 3.1.9.4. Overseeing enforcement of BFS program, policies and procedures; and
 - 3.1.9.5. Participates in development and implementation of residents' community treatment care plans.
 - 3.1.10. The following requirements must be adhered to by the Contractor when staffing the facility consistent with New Hampshire's Administrative Rules, He-C 4001 and He-C 6350:
 - 3.1.10.1. All staff are at least 21 years of age;
 - 3.1.10.2. Any staff with driving responsibilities must have a driver's license valid in the State of New Hampshire and a good driving record.
 - 3.1.10.3. The Program Director must be full-time and, must meet the requirements identified in New Hampshire's Administrative Rules, He-C4001.19 and He-C 63503.11.



Exhibit A

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- 3.1.10.4. Medical staff must be licensed by the appropriate licensing board;
 - 3.1.10.5. Educational staff must meet DOE requirements;
 - 3.1.10.6. Child care workers must meet the requirements identified in New Hampshire's Administrative Rule, He-C4001(19);
 - 3.1.10.7. The prescribing practitioner shall be licensed by the NH Board of Mental Health Practice or NH Board of Psychology consistent with New Hampshire's Administrative Rule, He-C 6350.02(2) (ae);
 - 3.1.10.8. The Contractor must identify a Prudent Parent for the program;
 - 3.1.10.9. The Contractor must identify a PREA Coordinator for the program;
 - 3.1.10.10. The Masters' level clinician position (Licensed Social Worker) shall be licensed by the State of New Hampshire; and
 - 3.1.10.11. All other support staff shall have appropriate degrees for their discipline, experience with youth and if required by New Hampshire, duly licensed, registered or certified to practice in their profession.
- 3.1.11. The Contractor shall ensure that staff is trained in accordance with NH General Program Administration Chapter He-C 6350.11(i) – (m), Requirements for Staff. There shall be an emphasis on training that prepares staff to care for youth in a short-term program. All staff, as part of their orientation, shall be trained in first aid/CPR, physician intervention and de-escalation techniques, and will read and acknowledge understanding of the NH Domestic Violence Protocols.
- 3.1.12. The Contractor's program personnel shall:
- 3.1.12.1. Be at least 21 years of age;
 - 3.1.12.2. Participate in staff orientation which will include training in First Aid/CPR, physical intervention and de-escalation techniques such as CPI or Safety Care; and
 - 3.1.12.3. Read and acknowledge their understanding of New Hampshire domestic violence protocols and requirements for child abuse reporting.
- 3.1.13. The Contractor's training for staff will be in compliance with all standards specified in applicable licensing and certification regulations.
- 3.1.14. The Contractor ensures that proposed staffing is grouped according to primary areas of focus which shall include:
- 3.1.14.1. Residential Services;
 - 3.1.14.2. Clinical Services;
 - 3.1.14.3. Health Services; and
 - 3.1.14.4. Educational Services.

3.2. Other Programmatic Considerations



Exhibit A

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- 3.2.1. The Contractor's physical environment must adhere to requirements within the New Hampshire Code of Administrative Rules, He-C 4001 NH Residential Child Care Licensing Rules, and must meet state and local requirements. This includes licensing, health and safety codes. It is the responsibility of the Contractor to secure appropriate zoning if required by the local town. The Contractor is responsible for furnishing the facility in a functional and attractive manner. When possible, the living space for the youth population should be normalized.
 - 3.2.2. The Department recognizes that, periodically, there will be a need to increase the intensity of services provided to a youth(s) in order to support them through a crisis that occurs during their placement. The Contractor shall maintain a crisis response and on-call system in which key administrative and clinical staff will take turns "on call" so that there will be an on-call administrator and clinician available by phone at all times. In the event of a clinical or administrative crisis, program staff will call the on-call number for assistance. In response to the call, the Administrator on Duty will formulate a response plan, which may include, but is not limited to:
 - 3.2.2.1. Providing additional on-site support (either in-person, or by calling in off-duty staff);
 - 3.2.2.2. Calling for emergency assistance (police, ambulance); and/or
 - 3.2.2.3. Recommending a plan of action.
 - 3.2.3. The Contractor will retain a complete copy of each student's records for a period of five (5) years.
 - 3.2.4. For youth who abscond from the program, the Contractor shall report to local law enforcement so that the youth is placed on NCIC and a police report number is obtained. The Contractor shall notify the Department referring staff and parent/guardian under those circumstances.
 - 3.2.5. Should the referred youth commit a crime while at the shelter program, the Contractor shall work with local law enforcement to report such crime for further investigation.

3.3. Outcomes, Performance Measures and Indicators

- 3.3.1. It is expected that the Contractor shall achieve the following outcomes, performance measures, and indicators.
- 3.3.2. Youth were provided with quality staff-secure residential services, as evidenced by:
 - 3.3.2.1. The Contractor achieving an 80% consumer satisfaction rating for the first year of the contract, and an 85% consumer satisfaction rating for the second year of the contract. Consumer is identified, for the purpose of this contract, as the youth served and their parents or caretakers; and



Exhibit A

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- 3.3.2.2. 100% of youth were seen by a duly licensed physician or advanced practice registered nurse for a physical examination within 30 days of admission consistent with Section 2.6.6.
- 3.3.3. Upon intake into the program, each youth's immediate individual needs were identified by the Contractor, as evidenced by:
- 3.3.3.1. In 100% of the cases, upon each youth's entry into the program, the Contractor utilized and completed a standardized intake sheet that captured essential information pertaining to the youth; and
- 3.3.3.2. In 95% of the cases, the Contractor utilized a user-friendly admission process that worked cooperatively with the Department's referring staff.
- 3.3.4. Youth experienced stability during their stay, as evidenced by:
- 3.3.4.1. 80% of youth reported feeling that they were physically safe in the program;
- 3.3.4.2. 80% of youth reported feeling that the program was structured, in that they were aware of the daily expectations of staff and youth; and
- 3.3.4.3. In 95% of the cases in which a youth ran away from the program, the Contractor's staff utilized intervention techniques to prevent the youth from running (e.g. crisis management, de-escalation techniques, peer supports, 1:1 staff/youth supervision), as documented through the staff's daily reporting.
- 3.3.5. Youth improved their behavior through the Contractor's effective behavioral management system, as evidenced by:
- 3.3.5.1. Within 24 hours of entry into the program, 100% of youth were provided with an orientation where the behavioral expectations and the Contractor's program rules were explained to them which shall include PREA;
- 3.3.5.2. Individualized treatment plans were established for 100% of youth within ten (10) business days of the youth's admission to the program; and
- 3.3.5.3. 80% of youth made documented progress in the behavior management program during their participation in the program.
- 3.3.6. Youth were able to maintain a connection to their family or caretaker, as authorized by the Department's staff, and as evidenced by:
- 3.3.6.1. In 100% of the cases, the Contractor's documented facilitation of contact between youth and family; and
- 3.3.6.2. In 90% of the cases wherein the Department requested this interaction, the Contractor's documented introduction to the youth and family of concepts that promote healthy relationships.
- 3.3.7. The long-term well-being of each youth was supported by the Contractor, as evidenced by:



Exhibit A

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- 3.3.7.1. In 95% of the cases, the Department's referring staff reported that the Contractor actively supported the development of permanency or appropriate discharge planning;
 - 3.3.7.2. 90% of youth completed their stay at the shelter until the Department's planned discharge date;
 - 3.3.7.3. The Contractor accepted 100% of the Department's appropriate referrals to the program (excluding referrals made, but not accepted, due to the limit established on the facility's license and the contract).
 - 3.3.7.4. 100% of authorized assessments were conducted (unless participation in the program terminated prior to timely completion) and resultant reports timely submitted to the Department;
 - 3.3.7.5. The Division's referring staff were provided with weekly written reports identifying progress of the youth, 100% of the time; and
 - 3.3.7.6. The Contractor provided discharge summaries to the Department's referring staff, 100% of the time, within one (1) business day of discharge.
- 3.3.8. Outcome statistics shall be compiled by the Contractor and reported to the Department for each fiscal year (July 1st to June 30th). A report detailing the outcome results will be forwarded to the Department's DCYF Program Specialist by the second week in July of each year. In addition, the Department will work with Contractor to identify monthly reporting requirements that will address one (1) or more performance indicators and measures.
- 3.3.9. The Contractor shall work with the Department to develop standardized forms for intake and for tracking performance measures.
- 3.4. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.
- 3.5. The Contractor will work closely with DCYF to develop strategies for data collection to measure compliance with desired outcome measures. Desired outcomes are:
- 3.5.1. Suspected child abuse reporting policy will be adhered to 100% of the time;
 - 3.5.2. Individual treatment plans will be completed no later than the first business day following ten (10) days after admission (90% of the time);
 - 3.5.3. Weekly progress reports will be sent no later than 5:00 PM on the second business day following the weekend;
 - 3.5.4. The Intake Packet shall be completed 100% of the time by the Intake/Assessment Coordinator no later than 24 hours following admission, or, if information is not available, document efforts to complete said packet with a memo outlining missing information;
 - 3.5.5. Participant shall receive a nursing assessment within twenty-four hours of admission 100% of the time;



Exhibit A

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- 3.5.6. Referral inquiries to our referral hotline are responded to within 30 minutes 90% of the time and within one hour 100% of the time, including overnight emergency inquiries;
 - 3.5.7. All critical incidents, including student injuries, student aggression, managements, holds and similar incidents, are documented and brought to the attention of the Program Director and Clinician, with the expectation that staff conduct in these situations is not deemed abusive or neglectful 100% of the time;
 - 3.5.8. Staff are able to promptly identify that a participant has eloped 100% of the time (upon bed-check during overnights) following said event;
 - 3.5.9. For participants demonstrating behaviors that require them to be held or maintained out of program to ensure safety of self and others, said behaviors shall be reduced during the course of student stay in the program (80% of the time);
 - 3.5.10. There is documented facilitation of youth/caregiver contact, unless prohibited by DCYF of other appropriate authorities, 100% of the time.

3.6. He-C6350 Certification for Payment Standards for Residential Treatment Programs

- 3.6.1. The Contractor shall comply with the following:
 - 3.6.1.1. New Hampshire's Administrative Rule, He-C 4001, NH Residential Child Care Licensing Rules, except as described in staff to child ratios;
 - 3.6.1.2. Provide a program which shall provide staff-secure short-term care for sixty (60) days or less to children in crisis who are awaiting further placement, evaluation, completion of a service plan, or court action as follows:
 - 3.6.1.2.1. Staffing during awake hours shall be at a ratio of 1:3 which shall include:
 - 3.6.1.2.1.1. One (1) clinical coordinator; and
 - 3.6.1.2.1.2. One (1) family worker.
 - 3.6.1.2.2. Three (3) awake, overnight staff shall be available at the shelter care program. Should the census drop below 4 children, two (2) overnight staff shall be maintained, of which one (1) overnight staff shall remain awake in the building;
 - 3.6.1.2.3. The program shall secure the services of a registered nurse for a minimum of two (2) hours daily;



Exhibit A

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- 3.6.1.2.4. The program shall secure the services of a Clinical Director who shall have a Master's Degree in social work, mental health counseling, marriage and family therapy, psychology, guidance counseling or other related field and be licensed by the New Hampshire Board of mental Health Practice, plus have at least four (4) years of experience working in the field;
- 3.6.1.2.5. The Clinical Director will be responsible for oversight of the Clinical Services component of the program which will include, but is not limited to:
- 3.6.1.2.5.1. Provide supervision and support regarding the initial and ongoing case management/clinical process for all identified Milieu Clinicians, Family Workers and Recreational Therapists;
 - 3.6.1.2.5.2. Support clinical staff in completing the intake/assessment process by utilizing youth and family driven care;
 - 3.6.1.2.5.3. Support ongoing professional development training opportunities for clinical, residential, and other direct-care staff directly correlated with the milieu process;
 - 3.6.1.2.5.4. Continue to research current evidenced based practices to support all identified treatment and assessment options that are being provided to referred clients and families.
- 3.6.1.2.6. The Residential Program Manager will serve as designated Prudent Parent and PREA Administrator, which shall include, but is not limited to:
- 3.6.1.2.6.1. Ensure that the program complies with requirements of SSA 465(10)(A) and PREA; and
 - 3.6.1.2.6.2. Prepare all associated reporting and recordkeeping.
- 3.6.1.2.7. The program shall provide placement for children under RSA 169-B and RSA 169-D;
- 3.6.1.2.8. The shelter care program shall provide services that assist the child to prevent the need for further placement until such time as there is a subsequent court order; and
- 3.6.1.2.9. The program shall serve children between the ages of 11 and 18 years, who shall not be suffering from acute mental disorders or substance abuse withdrawal.



Exhibit A

- 3.6.1.3. The program shall maintain a multi-disciplinary, self-contained means of service delivery in a highly monitored setting to meet the needs identified within the treatment plan, as follows:
- 3.6.1.3.1. The shelter care program shall respond with appropriate interventions to stabilize the behaviors of children in placement;
 - 3.6.1.3.2. Clinical services shall be provided through the shelter care program's on-site program unless a special circumstance is identified through the treatment plan to support utilizing a community provider;
 - 3.6.1.3.3. The clinical services available at the shelter care program shall include:
 - 3.6.1.3.3.1. Group and individual counseling that is driven by each child's treatment plan;
 - 3.6.1.3.3.2. Daily therapeutic group activities which shall include, but not be limited to:
 - a. Art therapy;
 - b. Mindfulness;
 - c. Movement therapy; and
 - d. Fitness.
 - 3.6.1.3.3.3. Substance misuse counseling to be provided for each child, as appropriate; and
 - 3.6.1.3.3.4. The ability to complete alcohol and drug abuse evaluations, or diagnostic evaluations per New Hampshire's Administrative Rule, He-C6344 within the course of placement.
 - 3.6.1.3.4. The program shall establish a number of recreation and leisure activities on site in order to monitor and supervise the child effectively. Activities in the community shall be conducted when it is determined that the child can be provided with high levels of structure, supervision, and support.
- 3.6.1.4. The program shall respond immediately to the needs of the Department's referring staff and ensure that critical information pertaining to each child is obtained as quickly as possible.
- 3.6.1.5. The program shall not be designed or expected to serve the following populations, and may request removal of a child within 48 hours during business hours and 72 hours during non-business hours if the child presents with one (1) of the following conditions after the admission:

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Exhibit A

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- 3.6.1.5.1. Actively suicidal referrals such that the child's capacity to participate in the shelter care program is impaired and that his or her safety within the program may be compromised. This determination shall be made by a qualified mental health professional, or a staff member of a mental health facility;
 - 3.6.1.5.2. Intoxicated or under the influence of illegal or non-prescription drugs, or suffering from overuse of a prescribed drug such that a potential medical emergency exists;
 - 3.6.1.5.3. Psychotic or suffering from emotional disorders or chronic mental illness such that the child's capacity to participate in the shelter care program is impaired;
 - 3.6.1.5.4. Physically assaultive to a degree which would endanger the safety of shelter care program child or program staff; or
 - 3.6.1.5.5. Previously convicted or currently charged with the crime of arson pursuant to New Hampshire's RSA 634:1, or has a history of fire setting such that the safety of the shelter care program, child, and staff may be immediately endangered.
- 3.6.1.6. Maintain an educational program which shall be eligible for Title 1 Part D funding and maintain approval as a non-public school per New Hampshire's Administrative Rule, Ed 400 and a private provider of special education per New Hampshire's Administrative Rule, Ed 1100 from the NH State Board of Education, to include:
- 3.6.1.6.1. A primary focus of working in collaboration with the child's home school to assure continuity of education;
 - 3.6.1.6.2. Educational programming to children who are not determined eligible for special educational services and shall be provided on site in a program approved by the NH State Board of Education in accordance with New Hampshire's Administrative Rule, Ed 400;
 - 3.6.1.6.3. Acceptance of children based on the identified approval as a private provider of special education by the NH State Board of Education; and
 - 3.6.1.6.4. A traditional school year of ten (10) months with a 2-month summer program. The need of any children whose individual education plan calls for a summer program shall be met.
- 3.6.1.7. The program shall provide transportation to and from:
- 3.6.1.7.1. Local medical, dental, or behavioral health related appointments;



Exhibit A

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- 3.6.1.7.2. Home visits, in accordance with New Hampshire's Administrative Rule, He-C 6350.25(a);
 - 3.6.1.7.3. Court appearances; and
 - 3.6.1.7.4. Recreation and school trips required as part of the shelter care program.
 - 3.6.1.8. The residential treatment program shall not be required to provide transportation to and from other programs.
 - 3.6.2. Intake information on each child shall be obtained upon admission, to include;
 - 3.6.2.1. Copies of court orders relating to the approval of and payment for the placement;
 - 3.6.2.2. Copies of authorizations for emergency medical or court-ordered services;
 - 3.6.2.3. The Department's DCYF case plan, if available; and
 - 3.6.2.4. A photograph of the child before or upon arrival at the shelter care program.
 - 3.6.3. The shelter care program shall document each child's educational information, to include:
 - 3.6.3.1. A medical authorization completed within five (5) calendar days of admission;
 - 3.6.3.2. A health assessment completed by a registered nurse within twenty-four (24) hours of admission; and
 - 3.6.3.3. A physical examination completed by a physician, physician assistant, or advance practice registered nurse within three (3) weeks of admission, if there are known medical needs identified through the health assessment in Section 2.4.6 above, warranting further examination.
 - 3.6.4. The shelter care program shall document each child's educational information to include:
 - 3.6.4.1. An educational assessment completed in accordance with the provisions of New Hampshire's Administrative Rule, Ed 1107, by a teacher within five (5) calendar days of admission;
 - 3.6.4.2. An educational status and history; and
 - 3.6.4.3. A written weekly progress report completed by the teacher.
 - 3.6.5. The shelter care program shall maintain weekly contact with the Department's staff to discuss the progress of the child on a weekly basis, and document and share with the Department each child's behavioral information, as identified in New Hampshire's Administrative Rule, He-C 6350.14 (c) through (f).

4. Reporting

The Contractor shall:

Becket Academy, Inc., dba
Becket Family of Services

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Exhibit A

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Contractor Initials

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Date 10/20/17



Exhibit A

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- 4.1. Provide copies of the physical examination report in Section 2.6.6 to the Department's referral source at discharge, in accordance with HIPAA and all required releases.
 - 4.2. Provide copies of all educational reports/summaries during the youth's stay at the facility.
 - 4.3. Maintain daily documentation on youth, to be submitted weekly to the Division's referring staff, which shall include, but not be limited to:
 - 4.3.1. Supervision;
 - 4.3.2. Progress report completed by the teacher;
 - 4.3.3. Behavior, including peer interaction and crisis management;
 - 4.3.4. Nutrition; and
 - 4.3.5. Youth's overall progress.
 - 4.4. Submit an annual report detailing the outcome results of all items in Section 3.3 and forward to the Department's DCYF Program Specialist by the second week in July of each state fiscal year (July 1st to June 30th).
 - 4.5. Submit an incident report to the referring JPPO and/or CPSW within 1-3 business days to report any relevant situations where a youth absconds, gets arrested, or is assaultive.
 - 4.6. Submit weekly progress reports no later than 5:00 P.M. on the second business day following the weekend.

5. Definitions

CBAT – Community Based Acute Treatment

CHINS – Children in Need of Services

CPR – Cardiopulmonary Resuscitation

CPSW – Child Protective Services Worker

DCYF – Division for Children, Youth and Families

DEPARTMENT – Department of Health and Human Services

DHHS – Department of Health and Human Services

DOE – Department of Education

EPSDT – Early Periodic Screening, Diagnosis and Treatment

FTE – Full-time Equivalent

HIPAA – Health Insurance Portability and Accountability Act

IEP – Individual Education Plan

JPPO – Juvenile Probation and Parole Officer

NCIC – National Crime Information Center

PCP – Primary Care Physician

PREA – Prison Rape Elimination Act



Exhibit A

RN – Registered Nurse

TITLE 1, PART D – U.S. Department of Education, Part D – Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk

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Exhibit B

Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor 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.
 - 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 funded contractor's current and/or future funding.

2) Payment for said services shall be made subject to the following conditions:

2.1. Guaranteed payment for a cumulative total of twelve (12) beds, per day, whether or not those beds are filled.

2.1.1. The twelve (12) beds are not required to be at the same location or with the same Contractor. These beds may be located at two (2) or more sites and with two (2) or more Contractor's throughout the State of New Hampshire.

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2.1.2. The Contractor shall provide a minimum of twelve (12) to sixteen (16) beds statewide which shall be available for male and female youth.

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2.1.3. The Department reserves the right to approve an application less than twelve (12) per program or more than sixteen (16) beds should the program model meet the population needs.

2.1.4. Notwithstanding Section 2.1., reimbursement will be made on a child per day basis, seven (7) days per week, 365 days per year.

2.1.5. The daily reimbursement rates shall be as follows:

2.1.5.1. Residential for IEP eligible youth, \$359.42 per day;

2.1.5.2. Education for IEP eligible youth shall be billed to the youth's sending school by the Contractor;

2.1.5.3. Residential Non-IEP eligible youth, \$359.42 per day; and

2.1.5.4. Education for Non-IEP eligible youth, \$161.00 per day.

2.2. The Contractor will return the Board and Care invoice provided by the Department for reimbursement. Invoice will be submitted to the Medicaid Fiscal Agent, at the following address:

<https://business.nh.gov/beb/pages/index.aspx>



Exhibit B

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, which incurred in the prior month.

- 2.3. The invoice must include the date, and a brief description of the work completed in accordance with Exhibit A, Scope of Services.
- 2.4. The Contractor agrees to keep records of their activities related to Exhibit A, 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 will 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 Form P-37, Block 1.7 Completion Date.
- 2.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 2.8. 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.
- 2.9. 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;



- 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.



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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.



Exhibit C-1

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. Extension:

The Department reserves the right to renew the Contract for **up to four (4) 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



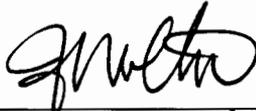
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

10/30/17
Date



Name: Jay T. Walter
Title: President



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Becket Academy, Inc.

10/30/17
Date

JWMA
Name: Jay Z. Wolter
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Becket Academy, Inc

JWTWA

Name: Jay T. Walter
Title: President

10/30/17

Date



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

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

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

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

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

Exhibit G

Contractor Initials

gn

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: *Becket Auding, Inc*

Name: *Jay T. Wolter*
Title: *President*

10/30/17
Date

Exhibit G

Contractor Initials _____

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: Becket Academy, Inc

10/30/17

Date

Name:
Title:

Jay T. Wolter
President

10/30/17



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.

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10-30-17



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.



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

 Signature of Authorized Representative
 Joseph Ribson

 Name of Authorized Representative
 Director DCYF

 Title of Authorized Representative
 11/3/17

 Date

Becket Academy, Inc

 Name of the Contractor
 JWM

 Signature of Authorized Representative
 Jay T. Walter

 Name of Authorized Representative
 President

 Title of Authorized Representative
 10/30/17

 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: Becket Academy, Inc.

10/30/17
Date

JTW
Name: Jay T. Wolter
Title: President



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: 018525274
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: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, 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. 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.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. 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.
 - 2.4. 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.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. 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.
 - 2.6.1. "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:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. 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 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

**New Hampshire Department of Health and Human Services
Exhibit K**



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 vendor prior to destruction.

- 2.8. 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.

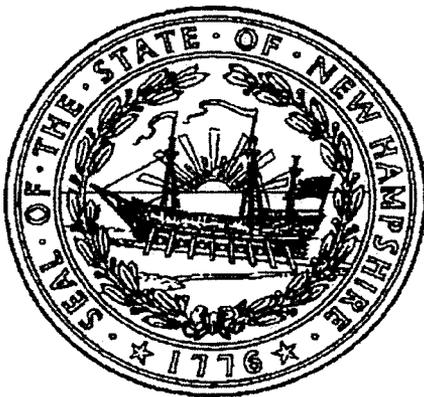
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BECKET ACADEMY, INC. is a Maine Nonprofit Corporation registered to transact business in New Hampshire on February 02, 2012. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 665575



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of October A.D. 2017.

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

William M. Gardner
Secretary of State

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.

I further certify that BECKET ACADEMY, INC., formerly BECKET ACADEMY is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is July 30, 1999.

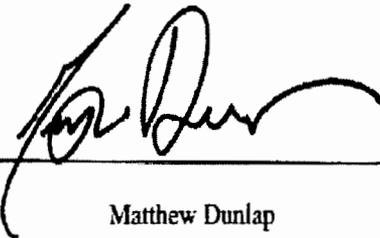
I further certify that on:

July 30, 1999	ARTICLES OF INCORPORATION were filed.
November 14, 2000	CHANGE OF AGENT AND REGISTERED OFFICE was filed.
November 27, 2000	CHANGE IN PURPOSE was filed.
October 19, 2009	RESTATEMENT was filed.
September 20, 2011	CERTIFICATE OF CORRECTION was filed.
September 27, 2011	ASSUMED NAME was filed.
September 27, 2011	ASSUMED NAME was filed.
September 27, 2011	ASSUMED NAME was filed.
September 27, 2011	ASSUMED NAME was filed.
September 27, 2011	ASSUMED NAME was filed.
September 27, 2011	ASSUMED NAME was filed.
September 27, 2011	ASSUMED NAME was filed.
September 27, 2011	ASSUMED NAME was filed.
October 07, 2011	CHANGE OF LEGAL NAME was filed.
November 26, 2013	RESTATEMENT was filed.

No further amendments have been filed to date.

I further certify that said nonprofit corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said nonprofit corporation is a legally existing nonprofit corporation in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this sixth day of October 2017.



Matthew Dunlap
Secretary of State

SECRETARY'S CERTIFICATE

BECKET ACADEMY, INC.

October 31, 2017

The undersigned, the duly elected Secretary of Becket Academy, Inc., a Maine nonprofit corporation, (the "Company"), does hereby certify that the following Resolutions were duly adopted and approved by the Board of Trustees at a meeting, duly called and held on October 13, 2017, in accordance with provisions of the Maine Nonprofit Corporations Act, 13-B M.R.S.A., and that said Resolutions have not been withdrawn, rescinded or amended and remain in full force and effect on this date:

WHEREAS, this Board of Trustees desires to express its support for the development, licensure, certification for payment and operation by the Company of a residential shelter care program for youth referred to the program by the State of New Hampshire, Department of Children, Youth and Families ("NHDCYF") substantially as set forth in the manner presented in writing to the Board of Trustees;

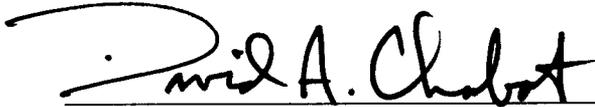
NOW, THEREFORE, be it

RESOLVED, that the Company be, and it hereby is, authorized and empowered to pursue the development, licensure, certification for payment and operation of a residential shelter care program for youth referred to the program by NHDCYF, substantially in the manner described in NHDCYF request for proposals RFA-2018-DCYF-03-SHELT and in the manner presented in writing to the Board of Trustees; and

RESOLVED FURTHER, that Jay Wolter, President, be, and he hereby is, authorized and empowered to enter into a contract with the State of New Hampshire, to file a license application and an application for certification of payment, and to enter into contracts for the delivery of services and for the purchase of goods and services, and to do and to take any and all other acts and actions on behalf of the Company which he, in his sole discretion, deems necessary or appropriate in order to effectuate the development, licensure, certification for

payment and operation of a residential shelter care program for youth referred to the program by the State of New Hampshire.

IN WITNESS WHEREOF, the undersigned has signed this Secretary's Certificate this 31st day of October, 2017.



David A. Chabot
Secretary
Becket Academy, Inc.

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On this 31st day of October, 2017, before me, the undersigned, personally appeared David A. Chabot, known to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

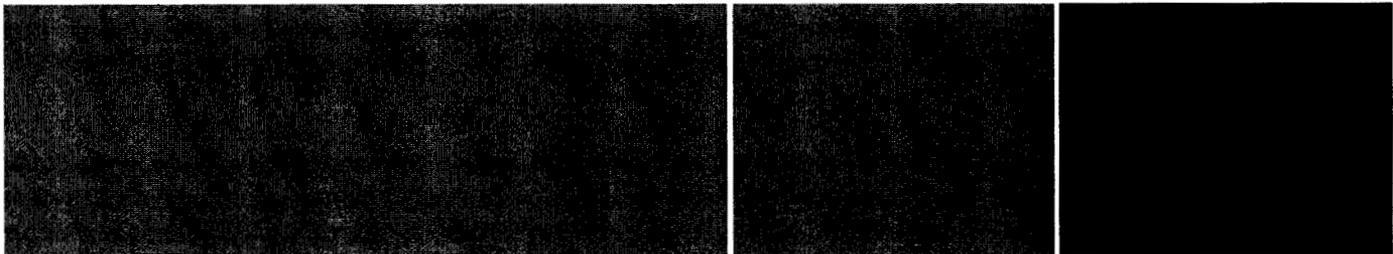


Notary Public

JUANITA J. BELYEA, Notary Public
State of New Hampshire
My Commission Expires August 23, 2022

Becket Academy/Becket Family of Services
Mission Statement

Becket Academy and the Becket Family of Services (Becket) provides an array of youth and family-driven solutions to ensure that each child has the support necessary to overcome challenges and move forward. We believe that planning must focus on supporting a permanent and sustainable residence at home and in the child's community. Permanent solutions come as the result of dynamic and faithfully executed plans that address all aspects of a client's life, including intellectual development, mental health, physical health, family dynamics, and leisure time. Becket is a proud supporter of the Building Bridges Initiative, and operates with the goal of "advancing partnerships among residential and community-based service providers, youth, and families to improve lives".



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Boards of Trustees
Becket Academy, Inc. and Affiliates

We have audited the accompanying consolidated financial statements of Becket Academy, Inc. and Affiliates, which comprise the consolidated statement of financial position as of June 30, 2016, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Becket Academy, Inc. and Affiliates as of June 30, 2016, and the consolidated changes in their net assets and their cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating schedules are presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 14, 2016

BECKET ACADEMY, INC. AND AFFILIATES
Consolidated Statement of Financial Position
June 30, 2016

ASSETS

Current assets	
Cash and cash equivalents	\$ 5,443,544
Assets whose use is limited	67,272
Tuition and fees receivable, net of allowance for doubtful accounts of \$211,000	6,164,925
Current portion of notes receivable	15,000
Other receivable	349,310
Prepaid expenses	<u>247,922</u>
Total current assets	<u>12,287,973</u>
Property and equipment	
Land and land improvements	2,703,090
Buildings and building improvements	13,257,166
Leasehold improvements	1,579,773
Vehicles and equipment	3,420,170
Furniture and fixtures	1,256,278
Construction-in-progress	<u>1,126,290</u>
	23,342,767
Less accumulated depreciation	<u>8,398,918</u>
Net property and equipment	<u>14,943,849</u>
Other assets	
Replacement reserves	37,865
Notes receivable, net of current portion	<u>28,800</u>
Total other assets	<u>66,665</u>
Total assets	<u>\$ 27,298,487</u>

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

LIABILITIES AND NET ASSETS

Current liabilities	
Current portion of long-term debt	\$ 1,057,000
Accounts payable	990,981
Accrued expenses	2,796,209
Prepaid tuition	324,429
Estimated third-party payor settlements	<u>324,695</u>
Total current liabilities	5,493,314
Long-term debt, net of current portion and unamortized deferred costs	<u>8,104,751</u>
Total liabilities	13,598,065
Unrestricted net assets	<u>13,700,422</u>
Total liabilities and net assets	\$ <u><u>27,298,487</u></u>

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Activities

Year Ended June 30, 2016

Changes in unrestricted net assets	
Revenue and support	
Tuition, room and board, and other support, net	\$ 54,118,241
State nutrition program	133,593
Other revenue	<u>529,652</u>
Total revenue and support	<u>54,781,486</u>
Operating expenses	
Program expenses	
Education and home life	45,351,067
Supporting expenses	
General administration	<u>4,572,641</u>
Total operating expenses	<u>49,923,708</u>
Loss on disposal of property and equipment	<u>(13,403)</u>
Total change in net assets	4,844,375
Net assets, beginning of year	<u>8,856,047</u>
Net assets, end of year	<u>\$ 13,700,422</u>

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

BECKET ACADEMY, INC. AND AFFILIATES

Consolidated Statement of Cash Flows

Year Ended June 30, 2016

Cash flows from operating activities	
Change in net assets	\$ 4,844,375
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	1,465,066
Loss on disposal of property and equipment	13,403
Change in allowance for doubtful accounts	91,000
Decrease (increase) in	
Tuition and fees receivable	(1,863,412)
Prepaid expenses	(197,398)
Notes receivable	135,500
Other receivable	(349,310)
Increase (decrease) in	
Accounts payable	446,994
Accrued expenses	585,271
Prepaid tuition	60,126
Estimated third-party payor settlements	<u>(1,373)</u>
Net cash provided by operating activities	<u>5,230,242</u>
Cash flows from investing activities	
Increase in replacement reserve	(866)
Proceeds from sale of property and equipment	34,882
Purchase of property and equipment	(1,964,525)
Increase in assets whose use is limited	<u>(2,576)</u>
Net cash used by investing activities	<u>(1,933,085)</u>
Cash flows from financing activities	
Principal payments on long-term borrowings	(919,451)
Payment of deferred financing costs	<u>(44,069)</u>
Net cash used by financing activities	<u>(963,520)</u>
Net increase in cash and cash equivalents	2,333,637
Cash and cash equivalents, beginning of year	<u>3,109,907</u>
Cash and cash equivalents, end of year	<u>\$ 5,443,544</u>
<u>Supplemental disclosures</u>	
Noncash transactions	
Acquisition of property and equipment with issuance of long-term debt	<u>\$ 1,028,870</u>

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

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

Nature of Business

Becket Academy, Inc. and Affiliates (the Organization) provides community-based and residential treatment and education services to children, adolescents and young adults through various schools and programs collectively known as the Becket Family of Services.

Becket Academy, Inc. (Becket) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine with residential programs at locations in Gorham, Belgrade, Lewiston, Auburn and Litchfield, Maine, and Rumney, N.H. Becket operates two region based special purpose schools to serve the residents at the programs and community students in need of specialized academic services. Becket also operates adult group homes in Maine, Massachusetts and New Hampshire.

The Upper Valley Stewardship Center (UVSC) is a not-for-profit corporation incorporated under provisions of the laws of the State of Maine. Becket is its sole member and they are currently governed by the same Board of Trustees. MVTC provides residential treatment for adolescents struggling with anxiety disorders at a location in East Haverhill, NH. Effective July 5, 2016 the Corporation amended its articles of incorporation to change its corporate name to Mountain Valley Treatment Center.

Mount Prospect Academy (MPA) 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 completely separate from the Board which governs Becket. Despite the division of control among these entities, they continue to be economically reliant on each other. 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.

Vermont Permanency Initiative (VPI) is a not-for-profit corporation incorporated under provisions of the General Statutes of the State of Vermont. VPI operates the Vermont School for Girls, a 55-bed co-educational residential treatment program and the Vail House, a 4-bed female crisis support program in Bennington, Vermont. VPI also operates Connecticut River Academy, LLC (CRA), a specialized day school in Bradford, Vermont, the Becket House at Newbury in Newbury, Vermont, and the Becket House at Campton, in Campton, New Hampshire. VPI offers community based support to youth and families in Vermont through the trade name Vermont Support & Stabilization. VPI has a self-perpetuating Board of Trustees that is comprised of the same members as MPA, and completely separate from the Board which governs Becket and UVSC. Despite the division of control among these various entities, they continue to be economically reliant on each other.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the activity of Becket, MPA, UVSC and VPI. All material intercompany transactions and balances have been eliminated in consolidation.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

Basis of Presentation

The accompanying consolidated 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 as of June 30, 2016.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. 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.

Assets Whose Use is Limited

Assets whose use is limited consists of cash and cash equivalents reserved for the Organization's self-insurance plans.

Tuition and Fees Receivable

Tuition and fees receivable are stated at the amount the Organization expects to collect from outstanding balances, net of discounts of \$337,030. 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.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

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.

Replacement Reserves

Becket has mortgage notes payable to Maine State Housing Authority. These mortgage notes require Becket to maintain replacement reserve funds in separate accounts for the purpose of providing a cash reserve for future property replacement needs. These restricted amounts are classified as "replacement reserves" in the consolidated statement of financial position and are generally not available for routine operating expenses.

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, which mature at various dates through January 2038. 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.

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.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

Additionally, the Organization has contractual arrangements with the Maine Department of Health and Human Services (DHHS) to render services to qualifying residents under certain cost-based and fee-for-service reimbursement programs which may result in the Organization receiving payments for such services which differ from the standard charges. The Organization records its revenue at the net amount expected to be paid by DHHS based upon established rates.

Income Taxes

The entities comprising the Organization are 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 \$218,483 in 2016.

2. Significant Concentrations and Estimated Third-Party Payor Settlements

Approximately 15% of the revenue recorded during 2016 was from beneficiaries of the New Hampshire Medicaid program.

Approximately 10% of the revenue recorded during 2016 was from beneficiaries of the Vermont Medicaid program.

Approximately 10% of the revenue recorded during 2016 was from the Vermont Department of Education and various school districts located in Maine, New Hampshire, Vermont, Massachusetts, New York and Connecticut.

Approximately 18% of the revenue recorded during 2016 was from the Massachusetts Department of Mental Health and Developmental Services.

Approximately 18% of the revenue recorded during 2016 was from beneficiaries of the Maine Medicaid (MaineCare) program. Under this program, the provider is reimbursed for the care of qualified residents at specified interim rates during the year. Differences between these interim contractual rates and the "cost" of this care, as defined by the Principles of Reimbursement (the Principles) governing the respective programs, are determined and settled on a retroactive basis. Laws and regulations governing the MaineCare program are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

The consolidated financial statements reflect estimated settlements due under the MaineCare program. Although management expects to receive the estimated amounts, different interpretations of the governing Principles by regulatory authorities could result in subsequent adjustments. Settlements do not become final until cost reports are audited and approved by DHHS. Differences between estimated and actual settlements are recorded as contractual adjustments in the year of final determination.

Cost reports for 2014, 2015 and 2016 have not reached final settlement. The estimated balance due to MaineCare was \$324,695 as of June 30, 2016. As of December 14, 2016, these amounts have increased by \$1,600 for final audit reports received for 2012 and 2013. Of this amount, approximately \$132,100 has been audited and is subject to cost settlement. The Organization has requested an informal review from the State of Maine on the audited and cost settled amount. For 2011, the total amount under appeal is \$194,195.

Following is a summary of net Maine revenue for 2016:

Tuition, room and board, and other fees	\$ 15,552,799
Provision for contractual adjustments under third-party reimbursement programs	<u>(389)</u>
Net Maine revenue	<u>\$ 15,552,410</u>

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

3. Notes Receivable

Notes receivable consists of the following:

Upper Valley Stewardship Center

Note receivable from an employee bearing interest of 4% annually. Seventy-five percent of the note receivable will amortize over five years with the balance to be paid as a balloon payment in 2017.

	<u>43,800</u>
	43,800
Less current portion	<u>15,000</u>
Notes receivable, net of current portion	<u>\$ 28,800</u>

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

4. Lines of Credit

Becket holds a line of credit agreement with Key Bank under which Key Bank agrees to advance up to \$225,000 to Becket upon request. Monies advanced accrue interest at the rate of 4.50%. There was no balance outstanding as of June 30, 2016. The line of credit is collateralized by a security interest in all assets of Becket.

VPI has available line of credit agreement with Lake Sunapee Bank under which Lake Sunapee Bank agrees to advance up to \$250,000 to VPI upon request. Monies advanced accrue interest at the rate of 4.75%. There was no balance outstanding as of June 30, 2016.

5. Long-Term Debt

Long-term debt consists of the following:

Becket Academy, Inc.

Note payable to Maine State Housing Authority, due in monthly installments of \$2,661, including interest at 7.0%, through April 2032; collateralized by land, buildings and equipment in Litchfield, Maine.	\$ 293,974
Note payable to Maine State Housing Authority, due in monthly installments of \$2,565, including interest at 7.0%, through March 2031; collateralized by land, buildings and equipment in Norridgewock, Maine.	293,303
Note payable to Maine State Housing Authority, due in monthly installments of \$1,830, including interest at 7.0%, through October 2029; collateralized by real estate in Lewiston, Maine.	190,654
Note payable to Maine State Housing Authority, due in monthly installments of \$1,830, including interest at 5.5%, through December 2030; collateralized by real estate in Lewiston, Maine	92,932
Note payable to Key Bank, due in monthly installments of \$3,608, including interest at 3.99%, through October 2017, at which time the remaining balance is due in full; collateralized by real estate in Belgrade, Maine.	516,848
Note payable to United Bank, due in monthly installments of \$2,178, including interest at 4.25%, through February 2023; collateralized by certain real estate in Lakeville, Massachusetts.	310,431

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

Note payable to United Bank, due in monthly installments of \$2,158, including interest at 4.25%, through January 2023; collateralized by real estate in Springfield, Massachusetts.	204,585
Note payable to Lake Sunapee Bank, due in monthly installments of \$4,636, including interest at 4.5%, through February 2032; collateralized by certain real estate of Becket.	108,278
Note payable to Coastal Enterprises, Inc., due in monthly installments of \$4,985, including interest at 6.0%, through March 2023, at which time the remaining balance is due in full; collateralized by substantially all assets of Becket.	319,187
Note payable to United Bank, due in monthly installments of \$2,158, including interest at 4.25%, through March 2023; collateralized by real estate in Westminister, Massachusetts.	291,984
Note payable to Coastal Enterprises, Inc., due in monthly installments of \$5,572, including interest at 6.0%, through February 2024, at which time the remaining balance is due in full; collateralized by real estate in Auburn and Belgrade, Maine.	408,799
Note payable to Lake Sunapee Bank, due in monthly installments of \$4,636, including interest at 4.625%, through June 2034; collateralized by certain real estate of Becket.	678,796
Note payable to Union Bank, due in monthly installments of \$3,079, including interest at 4.25%, through September 2019, at which time the remaining balance is due in full; collateralized by real estate in Bethlehem, New Hampshire.	253,946
Various vehicle notes payable to financial institutions, due in monthly installments, including interest, ranging from \$291 to \$793, totaling \$20,394. Interest rates range from 0% to 9.50%. Maturities range from March 2016 through February 2021. The notes are collateralized by vehicles.	<u>404,136</u>
Total Becket Academy, Inc.	<u>4,367,853</u>

Mount Prospect Academy, Inc.

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% (4.50% at June 30, 2016), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	701,108
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BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

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% (4.50% at June 30, 2016), through April 2028; collateralized by real estate in Plymouth, New Hampshire.	630,777
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% (4.50% at June 30, 2016), through April 2028; collateralized by real estate in Haverhill, New Hampshire.	258,501
Note payable to Community Guarantee Savings Bank, due in monthly installments of \$1,617, including interest at 6.50%, through December 2023; collateralized by real estate associated with the debt.	114,852
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$296 to \$717, totaling \$13,004. Interest rates range from 0% to 7.94%. Maturities range from March 2017 through August 2021. The notes are collateralized by vehicles and equipment.	<u>321,633</u>
Total Mount Prospect Academy, Inc.	<u>2,026,871</u>

Upper Valley Stewardship Center

Note payable to Meredith Village Savings Bank, due in monthly installments of \$3,772, including interest at 6.25%, through May 2017, at which time the remaining balance is due in full; collateralized by real estate in Plymouth, New Hampshire.	221,941
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$393 to \$770, totaling \$5,654. Interest rates range from 0% to 4.09%. Maturities range from June 2017 through October 2020. The notes are collateralized by vehicles and equipment.	<u>155,086</u>
Total Upper Valley Stewardship Center	<u>377,027</u>

Vermont Permanency Initiative, Inc.

Note payable to Merritt Family, due in monthly installments of \$8,835, including interest at 7.0%, through January 2038, at which time the remaining balance is due in full; collateralized by land and property in Bennington, Vermont.	1,178,761
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BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

Note payable to Woodsville Guaranty Savings Bank, due in monthly installments of \$5,372, including interest at 6.0%, through August 2022, at which time the remaining balance is due in full; collateralized by real estate in Newbury, Vermont.	712,371
Note payable to William and Carol Bailey, due in monthly installments of \$1,988, including interest at 6.0%, through August 2019, at which time the remaining balance is due in full; collateralized by real estate in Newbury, Vermont.	153,648
Note payable to William and Carol Bailey, at an interest rate of 5.0%. Interest only payments of \$313 are due in monthly installments through August 2019. Principal and interest payments will commence September 2019 of \$1,415 through September 2024; collateralized by real estate in Newbury, Vermont.	75,000
\$350,000 note payable to Lake Sunapee Bank, at fixed interest rate of 4.50% through October 2020, and then repriced every five years to FHLB, 5-Year Constant Maturity Treasury Rate plus 3.25% every five years until maturity. Interest-only payments for first three months through December 2015. Principal and interest payments of \$2,232 commence on January 2016 until October 2035; collateralized by properties in Bennington, Vermont. At June 30, 2016, VPI had yet to draw \$70,000 of the loan proceeds. These funds were received subsequent to year end.	274,832
Various vehicle and equipment notes payable to financial institutions, payable in monthly installments, including interest, ranging from \$309 to \$847, totaling \$3,441. Interest rates range from 4.49% to 12.95%. Maturities range from January 2017 through November 2018. The notes are collateralized by vehicles and equipment.	<u>201,690</u>
Total Vermont Permanency Initiative, Inc.	<u>2,596,302</u>
	9,368,053
Less: Current portion	1,057,000
Deferred finance costs, net	<u>206,302</u>
Long-term debt, net of current portion and unamortized deferred costs	<u>\$ 8,104,751</u>

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

Maturities of long-term debt are as follows:

2017	\$ 1,057,000
2018	1,227,000
2019	640,000
2020	835,000
2021	512,000
Thereafter	<u>5,097,053</u>
	<u>\$ 9,368,053</u>

Interest expense charged to operations, including amortization of deferred costs of \$19,068, was \$532,740 in 2016. Cash paid for interest approximates interest expense.

6. 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 the Organization's President. Total rent for all leases was \$1,300,747 in 2016. Total rent paid to related parties was \$443,000 in 2016.

Future minimum lease payments for all non-cancelable leases having a lease term in excess of one year are as follows:

2017	\$ 1,080,571
2018	727,836
2019	591,166
2020	270,681
2021	<u>112,421</u>
Total	<u>\$ 2,782,675</u>

Self-Insurance

The Organization has a self-insured healthcare plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of \$75,000 with an aggregate limit of 125% of the expected claims. At June 30, 2016, the Organization has accrued \$418,722, under the self-insurance contract, reported in the Organization's accrued expenses in the consolidated statement of financial position.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

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.

7. 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.

Employer contributions were as follows:

Becket	\$ 101,102
MPA	76,551
UVSC	34,206
VPI	<u>83,369</u>
Total	<u>\$ 295,228</u>

8. Service Provider Tax

The Maine Legislature enacted legislation that repealed the sales tax on certain kinds of services and replaced it with a new Service Provider Tax (SPT). Effective January 1, 2016, the State of Maine increased the SPT percent from 5% to 6%. This law imposes a SPT on the "value" (i.e., sales price) of certain services provided in the State, including Private Non-Medical Institutions services and certain clinical and outpatient services. Providers are taxed based on all revenue, regardless of source, received for the purpose of providing food, shelter and treatment. MaineCare is then reimbursing facilities for their portion of the tax by increasing their direct care per diem rate. The portion of the tax paid on revenue generated from private pay residents will not be funded by MaineCare.

Total SPT expense was \$256,547 in 2016.

9. Surplus Revenue Retention

The Organization is allowed to retain a portion of any surplus generated by its contracts with the Commonwealth of Massachusetts. During 2016, the Commonwealth of Massachusetts Operational Services Division amended the surplus revenue retention by eliminating the 20% cumulative limits on surplus revenue retention and increasing the the annual surplus limit from 5% of current-year contract revenue to 20%. As of June 30, 2016, as a result of the amendment, the Organization did not identify a contingent liability based on the 20% contractor annual surplus revenue retention criteria.

BECKET ACADEMY, INC. AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2016

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through December 14, 2016, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

BECKET ACADEMY, INC. AND AFFILIATES
Consolidating Statement of Financial Position

June 30, 2016

ASSETS

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Upper Valley Stewardship Center	Vermont Permanency Initiative	<u>Total</u>	Intercompany <u>Eliminations</u>	Consolidated <u>Total</u>
Current assets							
Cash and cash equivalents	\$ 1,585,759	\$ 1,544,306	\$ 1,316,644	\$ 996,835	\$ 5,443,544	\$ -	\$ 5,443,544
Assets whose use is limited	-	67,272	-	-	67,272	-	67,272
Tuition and fees receivable, net	3,412,309	1,049,496	8,983	1,694,137	6,164,925	-	6,164,925
Current portion of notes receivable	57,980	-	15,000	-	72,980	(57,980)	15,000
Other receivable	349,310	-	-	-	349,310	-	349,310
Prepaid expenses	228,370	9,804	3,526	6,222	247,922	-	247,922
Due from related parties	3,661,144	136,783	20,827	65,561	3,884,315	(3,884,315)	-
Total current assets	<u>9,294,872</u>	<u>2,807,661</u>	<u>1,364,980</u>	<u>2,762,755</u>	<u>16,230,268</u>	<u>(3,942,295)</u>	<u>12,287,973</u>
Property and equipment							
Land and land improvements	752,235	592,379	597,259	761,217	2,703,090	-	2,703,090
Buildings and building improvements	6,409,581	3,264,454	1,191,969	2,391,162	13,257,166	-	13,257,166
Leasehold improvements	447,840	417,901	615,562	98,470	1,579,773	-	1,579,773
Vehicles and equipment	1,537,448	1,054,967	458,113	369,642	3,420,170	-	3,420,170
Furniture and fixtures	578,093	270,748	339,410	68,027	1,256,278	-	1,256,278
Construction-in-progress	339,407	413,370	39,325	334,188	1,126,290	-	1,126,290
Less accumulated depreciation	<u>10,064,604</u>	<u>6,013,819</u>	<u>3,241,638</u>	<u>4,022,706</u>	<u>23,342,767</u>	<u>-</u>	<u>23,342,767</u>
	<u>3,562,016</u>	<u>2,857,305</u>	<u>1,608,119</u>	<u>371,478</u>	<u>8,398,918</u>	<u>-</u>	<u>8,398,918</u>
Net property and equipment	<u>6,502,588</u>	<u>3,156,514</u>	<u>1,633,519</u>	<u>3,651,228</u>	<u>14,943,849</u>	<u>-</u>	<u>14,943,849</u>
Other assets							
Replacement reserves	37,865	-	-	-	37,865	-	37,865
Notes receivable, net of current portion	390,330	-	28,800	-	419,130	(390,330)	28,800
Total other assets	<u>428,195</u>	<u>-</u>	<u>28,800</u>	<u>-</u>	<u>456,995</u>	<u>(390,330)</u>	<u>66,665</u>
Total assets	<u>\$ 16,225,655</u>	<u>\$ 5,964,175</u>	<u>\$ 3,027,299</u>	<u>\$ 6,413,983</u>	<u>\$ 31,631,112</u>	<u>\$ (4,332,625)</u>	<u>\$ 27,298,487</u>

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Financial Position (Concluded)

June 30, 2016

LIABILITIES AND NET ASSETS (DEFICIT)

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Upper Valley Stewardship Center	Vermont Permanency Initiative	Total	Intercompany Eliminations	Consolidated Total
Current liabilities							
Current portion of long-term debt	\$ 418,000	\$ 229,000	\$ 279,000	\$ 188,980	\$ 1,114,980	\$ (57,980)	\$ 1,057,000
Accounts payable	525,623	133,539	84,600	247,219	990,981	-	990,981
Accrued expenses	1,521,642	389,144	201,665	683,758	2,796,209	-	2,796,209
Prepaid tuition	-	-	304,111	20,318	324,429	-	324,429
Estimated third-party payor settlements	324,695	-	-	-	324,695	-	324,695
Due to related parties	-	224,331	2,173,056	1,486,928	3,884,315	(3,884,315)	-
Total current liabilities	2,789,960	976,014	3,042,432	2,627,203	9,435,609	(3,942,295)	5,493,314
Long-term liabilities							
Long-term debt, net of current portion and unamortized deferred costs	3,872,163	1,766,804	91,365	2,374,419	8,104,751	-	8,104,751
Note payable	-	-	-	390,330	390,330	(390,330)	-
Total liabilities	6,662,123	2,742,818	3,133,797	5,391,952	17,930,690	(4,332,625)	13,598,065
Unrestricted net assets (deficit)	9,563,532	3,221,357	(106,498)	1,022,031	13,700,422	-	13,700,422
Total liabilities and net assets (deficit)	\$ 16,225,655	\$ 5,964,175	\$ 3,027,299	\$ 6,413,983	\$ 31,631,112	\$ (4,332,625)	\$ 27,298,487

BECKET ACADEMY, INC. AND AFFILIATES

Consolidating Statement of Activities

Year Ended June 30, 2016

	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Upper Valley Stewardship Center	Vermont Permanency Initiative	<u>Total</u>	Intercompany Eliminations	<u>Consolidated Total</u>
Changes in unrestricted net assets							
Revenue and support							
Tuition, room and board, and other support, net	\$ 24,995,856	\$ 8,643,843	\$ 5,011,892	\$ 15,466,650	\$ 54,118,241	\$ -	\$ 54,118,241
State nutrition program	52,279	81,314	-	-	133,593	-	133,593
Management fees	506,998	-	-	-	506,998	(506,998)	-
Other revenue	<u>425,961</u>	<u>143,857</u>	<u>81,989</u>	<u>19,586</u>	<u>671,393</u>	<u>(141,741)</u>	<u>529,652</u>
Total revenue and support	<u>25,981,094</u>	<u>8,869,014</u>	<u>5,093,881</u>	<u>15,486,236</u>	<u>55,430,225</u>	<u>(648,739)</u>	<u>54,781,486</u>
Operating expenses							
Program expenses							
Education and home life	20,166,009	6,965,801	4,324,154	14,036,844	45,492,808	(141,741)	45,351,067
Supporting expenses							
General administration	<u>2,918,423</u>	<u>774,933</u>	<u>317,868</u>	<u>1,068,415</u>	<u>5,079,639</u>	<u>(506,998)</u>	<u>4,572,641</u>
Total operating expenses	23,084,432	7,740,734	4,642,022	15,105,259	50,572,447	(648,739)	49,923,708
Gain (loss) on disposal of property and equipment	<u>4,857</u>	<u>(11,067)</u>	<u>(14,724)</u>	<u>7,531</u>	<u>(13,403)</u>	<u>-</u>	<u>(13,403)</u>
Change in net assets (deficit)	2,901,519	1,117,213	437,135	388,508	4,844,375	-	4,844,375
Net assets (deficit), beginning of year	<u>6,662,013</u>	<u>2,104,144</u>	<u>(543,633)</u>	<u>633,523</u>	<u>8,856,047</u>	<u>-</u>	<u>8,856,047</u>
Net assets (deficit), end of year	<u>\$ 9,563,532</u>	<u>\$ 3,221,357</u>	<u>\$ (106,498)</u>	<u>\$ 1,022,031</u>	<u>\$ 13,700,422</u>	<u>\$ -</u>	<u>\$ 13,700,422</u>

BECKET ACADEMY, INC. AND AFFILIATES
Consolidating Statement of Functional Expenses
Year Ended June 30, 2016

	Education and Home Life				General Administration				Total Expenses				
	Becket Academy, Inc.	Mount Prospect Academy, Inc.	Upper Valley Stewardship Center	Vermont Permanency Initiative	Intercompany Eliminations	Total Program Expenses	Becket Academy, Inc.	Mount Prospect Academy, Inc.		Upper Valley Stewardship Center	Vermont Permanency Initiative	Intercompany Eliminations	Supporting Expenses
Salaries and wages	\$ 12,498,477	\$ 3,965,462	\$ 2,157,129	\$ 8,530,859	\$ -	\$ 27,151,927	\$ 1,776,139	\$ 322,963	\$ -	\$ 390,474	\$ -	\$ 2,489,576	\$ 29,641,503
Employee benefits	1,379,202	647,446	364,014	1,223,865	-	3,614,527	233,830	64,097	-	79,664	-	377,591	3,992,118
Payroll taxes	1,064,145	378,768	169,821	858,441	-	2,471,175	151,223	30,848	-	39,293	-	221,364	2,692,539
Total personnel costs	14,941,824	4,991,676	2,690,964	10,613,165	-	33,237,629	2,161,192	417,908	-	509,431	-	3,088,531	36,326,160
Advertising	40,737	10,678	10,178	14,817	-	76,410	13,205	5,680	122,829	359	-	142,073	218,483
Athletic transport and recreation	45,850	19,611	42,624	110,609	-	218,694	-	-	-	-	-	-	218,694
Auto repairs and leasing	274,305	29,490	48,800	264,044	(57,024)	559,615	16,164	-	-	-	-	16,164	575,779
Bad debts, net of recoveries	165,251	73,519	58,473	2,998	-	300,241	-	-	-	-	-	-	300,241
Consultation	228,534	-	16,850	83,345	-	328,729	-	-	-	-	-	-	328,729
Contracted labor	-	-	12,000	-	-	12,000	-	-	-	-	-	-	12,000
Dues and subscriptions	6,069	5,380	2,414	1,076	-	14,959	5,457	346	-	353	-	6,156	21,115
Equipment rental and maintenance	57,076	21,438	28,851	36,508	-	143,873	13,447	-	-	-	-	13,447	157,320
Facilities rental expense	645,457	223,393	224,742	254,672	(84,717)	1,263,547	37,200	-	-	-	-	37,200	1,300,747
Farm	-	-	38,315	-	-	38,315	-	-	-	-	-	-	38,315
Food and supplies	570,453	198,075	152,887	650,386	-	1,572,801	12,241	2,834	-	2,986	-	18,061	1,590,862
Heating fuel	102,924	20,582	17,928	110,639	-	252,073	2,026	-	-	2,026	-	2,026	254,099
Home life supplies	190,376	33,840	23,458	127,117	-	374,791	14,305	-	19,678	-	-	33,983	408,774
Infirmity supplies	17,958	23,856	4,114	89,974	-	135,902	-	-	-	-	-	-	135,902
Insurance	267,330	93,488	60,883	72,596	-	494,297	-	-	-	-	-	-	494,297
Interest	93,043	11,435	14,536	97,605	-	216,619	142,750	-	914	89,677	-	316,121	532,740
Management fees	-	-	-	-	-	-	-	-	-	326,007	(506,998)	-	-
Materials and supplies	15,303	7,574	6,564	9,694	-	39,135	23,386	13,315	842	842	-	37,543	76,678
Office supplies	171,240	71,367	41,533	66,429	-	350,569	51,090	12,021	15	20,315	-	83,441	434,010
Other	284,138	10,987	1,545	23,582	-	320,252	64,362	28,542	65,812	22,897	-	181,613	501,865
Other occupancy costs	201,441	33,117	31,431	123,374	-	389,363	2,527	-	-	-	-	2,527	391,890
Pension contribution	94,361	76,551	34,206	31,680	-	236,798	6,741	-	-	51,689	-	58,430	295,228
Professional services	114,703	53,868	242,861	95,788	-	507,220	255,842	117,932	4,341	5,613	-	383,728	890,948
Real estate taxes	103,262	67,691	40,385	122,530	-	333,868	9,443	-	-	-	-	9,443	343,311
Repair and maintenance	191,016	63,268	74,749	114,065	-	443,098	4,116	31	-	-	-	4,147	447,245
Student clothing and personal items	27,826	15,390	329	77,152	-	120,697	-	-	-	-	-	-	120,697
Student educational supplies	34,066	110,536	14,752	52,732	-	212,086	-	-	-	-	-	-	212,086
Student transportation	379,314	244,121	61,770	235,979	-	921,184	-	680	-	-	-	680	921,864
Teacher training and development	57,142	33,758	40,094	78,287	-	209,281	1,037	12	1,044	15,353	-	17,446	226,727
Telephone	113,865	73,142	36,089	98,173	-	321,269	16,707	884	-	4,126	-	21,717	342,986
Travel	-	-	-	-	-	-	23,914	2,458	2,470	12,138	-	40,980	40,980
Utilities	123,032	62,551	24,066	103,562	-	313,211	3,727	-	-	-	-	3,727	316,938
Depreciation	608,093	284,419	225,763	274,266	-	1,392,541	37,544	4,076	5,208	6,629	-	53,457	1,445,998
Total	\$ 20,166,009	\$ 6,965,801	\$ 4,324,154	\$ 14,036,844	\$ (141,741)	\$ 45,351,067	\$ 2,918,423	\$ 774,933	\$ 317,868	\$ 1,068,415	\$ (506,998)	\$ 4,572,641	\$ 49,923,708

BECKET ACADEMY, INC.

BOARD OF TRUSTEES

October, 2017

David Eve
375 Church Street
North Adams, MA 01247
(413)662-5000

Kevin Dowd, Esq.
51 Stoner Drive
West Hartford, CT 06107
(860)616-9186

Bernie Marvin
176 Route 10
Piermont, NH 03779
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James McKeown
9 Pinewood Village
West Lebanon, NH 03784
(603)359-0855

James Reagan
P.O. Box 878
301 High Road
Waitsfield, VT 05673
(802)591-0975

NATHAN Y. PETERSON, M.A., LMHC

Nathan.Peterson@Becket.org

PROFESSIONAL HISTORY

BECKET FAMILY OF SERVICES, INC.

September 2016- Present

Executive Director, Massachusetts

Responsible for the day to day operations.

Ensures compliance with regulations of all federal, state and local accrediting and fiscal organizations.

Manages all aspects of fiscal responsibilities including all revenue streams and budget preparations

Expand, evolve, and sustain meaningful and measurable employee relations and positive workplace cultural initiatives.

Responsible for the hiring, training, evaluating and supervision of senior level managers.

YOUTH OPPORTUNITIES UPHELD, INC. (Y.O.U., Inc.), Worcester, MA 1992 –2016

Senior Director of Out of Home Care

June 2013- August 2016

Responsible for the executive management and administrative operations of out-of- home care, including hospital diversion, long-term care, Teen Parent programs, STARR programming, and residential day schools. Management includes oversight of over \$18 million dollars and more than 300 employees.

Responsible for the hiring, training, evaluating and supervision of senior level managers, including department heads from Residential, Education, Nursing and Psychiatry, and Maintenance Departments.

Develops and manages budgets, in conjunction with the President and CEO, CFO, and COO, and assumes fiscal responsibility for the administration of residential services.

Ensures compliance with regulations of all federal, state, local, accrediting organizations; also maintains and fulfills agency requirements, credentials, and licensures.

Serves as a member of the agency's senior management team and quality management team.

Participates in the CQI process and related activities.

Assistant Component Director of Community Based Services

February 2000-June 2013

- Served as a member of senior leadership responsible for the development, management, and operations of community based programming, including management of four facilities.
- Responsible for developing, preparing, and managing budgets totaling \$5 million dollars.

- Maintained oversight of billing and collections of all revenues for programs of community based services;
- Assumed a senior leadership role including a high profile in the Quality Management Team.
- Served as an active member of the agency's Electronic Health Record Committee. Participated in the development and training for the implementation of Electronic Health Records as well as ongoing monitoring of the process.
- Responsible for marketing and public relations of all community based programs.
- Provided management of billing and collections for community based programs. Instituted weekly monitoring reports and developed best practices for collections agency-wide.
- Played a lead role in grant writing for the component, as well as in researching potential sources of funding.

Fee for Service Clinician (position in addition to primary position)

1996 – 2013

- Licensed Mental Health Counselor: License Number: 4378
- Provide individual and family counseling. Specialize in Cognitive-Behavioral Therapy and the assessment and treatment of Juvenile Firesetters.
- Certification from the Massachusetts Behavioral Health Partnership(MBHP) for Firesetting Evaluations (Assessment for Safe and Appropriate Placement).

Program Director of Crisis and Prevention Services

- Responsible for overall management of the Alternative Sentencing Program, Court Mentoring Program, Crisis Center, and the Juvenile Firesetter Education Program. Management included supervision of staff, budget preparation, and the monitoring of day to day operations.
- Responsible for developing and implementing grants for all programs.
- Provided training and supervision for forty interns and co-op students annually from the colleges of the Worcester Consortium (e.g., Assumption College, Quinsigamond Community College, Holy Cross College, Worcester State College, etc.). Developed a training curriculum which included crisis intervention, anger
- Assumed responsibility for management, safety, and statistics on crime in the city of Worcester, and resources in Worcester County for support services for clients.
- Played lead role in the Mental Health Task Force for the State-Wide Juvenile Firesetter Intervention Program. While serving in this capacity, served on editorial board by writing articles for the Coalition's Newsletter.
- Accomplished conference Speaker and conference organizer for the State-wide Conference for Juvenile Firesetter Intervention Programs.
- Served as an active, contributing member of the Agency's Quality Management Team.

Interim Headmaster

- Acted as the Headmaster of a 766-approved school for emotionally/behaviorally disturbed youth.
- Provided supervision and prepared schedules for a staff of 15 members.
- Responsible for developing curriculum, preparing weekly lesson plans, and maintaining student records according to Dept. of Education Chapter 766 regulations.
- Created and implemented a behavior management program for at-risk youth.

Instructor

QUINSIGAMOND COMMUNITY COLLEGE, Worcester, MA

1997 – 2002

- Served as a part-time adjunct faculty member.

Additional Accomplishments:

- Secured a \$3 million dollar proposal from the Office of Community Corrections (OCC) (May 2008)
- Responsible for teaching the Leadership Training course for new managers at Y.O.U., Inc.
- WCMX 1000 AM Radio Station: Regular Scheduled Lecturer discussing Psychological Issues (1999-2000)
- Interim Executive Director: Shrewsbury Youth and Family Services (November 2003- March 2004)
- Participated in the State-wide Policy Writing committee for the CBHI Rosie D. Court Case.
- Served as an active member of the Community Service Review team for the Rosie D. Court Case.
- Responsible for the development, implementation and ongoing management of the agency's Centralized Referral Program.

EDUCATION

- 1996 **ASSUMPTION COLLEGE**, Worcester, MA
Master of Arts in Counseling Psychology; G.P.A.: 3.6
- 1992 **SOUTHEASTERN UNIVERSITY**, Lakeland, FL
Bachelor of Arts in Theology, Minor in Psychology

Matthew J Cordaro

Professional Experience

Executive Director

Step by Step Supportive Services – Brookline, MA

July 2014 to Present

- In conjunction with the Board of Directors developed strategic goals and operational strategies to execute the mission of the organization.
- Lead an agency wide reorganization by creating and implementing policies, processes, and cultural changes that improved service delivery, ensured accountability, and emphasized compliance with state and federal law.
- Initiated compensation review that aligned with the Board's philosophy with organizations operational goals.
- Moved the organization away from tenure-based entitlements to performance and learning focused incentives.
- Created opportunities for mentorship and professional development, and increased staff morale and productivity.
- Reduced donation dependency through revenue growth and expenses reduction or elimination.
- Improved agency security and workflow by unifying IT services, devices, communication and software systems.

Health Care Management Consultant

Self-Employed – Amherst, NH

May 2012 to July 2014

- Focused in behavioral health, case management, and managed care services.
- Versed in the development and operational analysis of program profitability, efficiency, and support.
- Experienced in the development of complex care models servicing Medicaid and Medicare individuals.
- Provided direct consulting services to senior and executive level individuals within the New England Region.
- Assisted in the development of strategic goals, budgets, and revenue targets.
- Provided P&L oversight and performance metric evaluations.

Vice President of Behavioral Health Services
Pediatric Health Choice – Tampa, FL
June 2009 to May 2012

- Established Behavioral Health Service division (BHS)
- Created all departmental policies and operational procedures for each funding source and the respective service.
- Reporting directly to the Board of Directors, Chairman/CEO I acted as the primary decision maker and signing authority for all matters associated with BHS.
- Responsible for division compliance, P&L, and revenue.
- Secured large multi-year high value contracts with private insurers, subsidiaries and state/federal insurers.
- In 2010 established the Developmental Center for Behavioral Services (DCBS)
- The service delivery model utilizes a center-based approach to provide enhanced access to a milieu of services to children 18 months to 18 years of age diagnosed with developmental disabilities or social, emotional, or complex behavioral issues.
- Services included Board Certified Child and Adolescent Psychiatry, Psychology & Counseling, and Behavior Analysis.
- Developed a large community based referral system that included mental health para-professionals, medical professionals (279 Pediatricians, 138 Psychiatrist), private entities, and governmental agencies.
- Developed strategic relationships with members of the Governor's Policy and Budgeting Office and Florida State Senate.
- August of 2011 submitted cost containment proposal to the Governor's Policy and Budget office, Agency for Persons with Disabilities (APD) to systematic ease a \$150M budget deficit.
- February 2012 submitted additional cost saving measures to Senator Joe Negron's office after his introduction of SB1516.

Chief Executive Officer / Founder
Inspire Choice, Inc. – Tampa, FL
November 2007 to June 2009

- Founded a home & community based support service for individuals diagnosed with developmental disabilities.
- Services included Applied Behavioral Analysis, behavioral and crisis prevention training.
- Created all departmental policies and operational procedures for each funding source and the respective service.
- Established contractual relationship with the Florida Agency for Persons with Disabilities.
- Responsible for operational finances, P&L, agency budgets.
- FY2009 Inspire Choice, Inc. was acquired by Pediatric Health Choice.

Technology

Microsoft Office Programs (Word, Excel, Outlook, Power Point, Publisher)
Adobe Master Collection Programs (Acrobat X Pro, LightRoom, Photoshop CS6, Premier Pro)

Education

Masters Business Administration
University of New Hampshire – Durham, NH

Bachelors of Science
University of Massachusetts – Lowell, MA

Associates Degree
Middlesex Community College – Bedford, MA

Certification - Behavioral Analysis
Florida Institute of Technology – Orlando, FL

Certification - Paralegal
University of Massachusetts – Lowell, MA

David S. Prescott, LICSW

Objective

To focus my skills, training, and experience in a holistic approach to direct treatment outcomes that reduce harm and brighten the prospects for perpetrators, victims, and families affected by abuse.

Specialties

Providing services and training other professionals in: motivational interviewing in group, individual, residential, and out-patient therapy; assessment and treatment of sexual abusers

Current Position

Becket Family of Services

Maine and New Hampshire, September 2010 to the present.

Director of Professional Development and Quality Improvement. Develop and oversee personnel training and treatment programs for troubled youth in residential, out-patient, and in-home environments.

Awards

ATSA Fellow, recognition of significant contributions to the field of sexual abuse and to the Association for the Treatment of Sexual Abusers, granted October 16, 2015.

ATSA Distinguished Contribution Award, designed to recognize an individual who has made a notable contribution within the field of sexual abuse, from the Association for the Treatment of Sexual Abusers, October, 2014

Bright Lights Award of NAPN, in recognition of faithful commitment to shedding light on the problem of juvenile perpetration of sexual abuse, from the National Adolescent Perpetration Network, February 2007.

Affiliations

Clinical member and former president, Association for the Treatment of Sexual Abusers (ATSA)

Charter member, International Association for the Treatment of Sexual Offenders (IATSO)

Member, National Adolescent Perpetration Network (NAPN) Member,
Motivational Interviewing Network of Trainers (MINT) Certified Certified
trainer, International Center for Clinical Excellence (ICCE)
Former expert panel member, Stop It Now! a national nonprofit organization,
dedicated to preventing child sexual abuse.

Current Activities

Editorial Board of *Sexual Abuse: A Journal of Research and Treatment*

Editorial Board of Safer Society Press

Editorial Board of the *Journal of Sexual Aggression*

Section Editor for the journal *Motivational Interviewing: Training, Research, Implementation, Practice*

Licenses

Licensed Clinical Social Worker, Maine
Licensed Independent Clinical Social Worker, Massachusetts
Licensed Independent Clinical Social Worker, New Hampshire
Licensed Independent Clinical Social Worker, Vermont
Licensed Clinical Social Worker, Wisconsin

Certification

Darkstone Research Certificate 2000-55 in the assessment of Psychopathy
using The Hare Psychopathy Checklist-Revised (PCL-R)

Diplomate, American Board of Forensic Social Workers (DABFSW)

Massachusetts Adolescent Sex Offender Coalition (MASOC)

Trauma Sensitive Yoga Instructor (The Trauma Center at Justice Resource
Institute)

Publications

Monthly articles in the *NEARI News: Translating Research into Practice* (distribution of over 5,000; www.nearipress.org)

Prescott, D.S. (2016). "What's on in Milan: The successes and challenges of a program in Italy" ("Accade a Milano: successi e sfide di un programma in Italia"). Published online at <http://sajrt.blogspot.com>, May 6, 2016.

Prescott, D.S. & Wilson, R. J. (2016). *Very Different Voices: Perspectives and Case Studies in Treating Sexual Aggression*, Holyoke, MA: NEARI Press.

Prescott, D.S. (2016). Book Review: *Open Dialogues and Anticipations: Respecting Otherness in the Present Moment*, by Jaakko Seikkula and Tom Erik Arnkil. *The ATSA Forum Newsletter*, Spring 2016.

Prescott, D.S. (2016). Book Review: *My Story*, by Louise Nicholas. *The ATSA Forum Newsletter*, Winter 2016.

Prescott, D.S. & Willis, G. (2015). "The 'Who Works' Doctrine." Published online at <http://sajrt.blogspot.com>, December 10, 2015.

Prescott, D.S. (2015). "Good Things Are Happening in Australia and New Zealand." Published online at <http://sajrt.blogspot.com>, November 20, 2015.

Prescott, D.S. (2015). Book Review: *Pathways to Sexual Aggression*, edited by Jean Proulx, Eric Beaugard, Patrick Lussier, and Benoit Leclerc, *The ATSA Forum Newsletter*, Fall 2015.

Prescott, D.S. (2015). "Civil Commitment: Another program is found unconstitutional." Published online at <http://sajrt.blogspot.com>, September 13, 2015.

Brandt, J. & Prescott, D.S. (2015). "The Minnesota Sex Offender Program: Federal Intervention Part 3 – The Ruling." Published online at <http://sajrt.blogspot.com>, June 21, 2015.

Prescott, D.S. (2015). Book Review: *The Great Psychotherapy Debate, Second Edition: The Evidence for What Makes Psychotherapy Work* by Bruce E. Wampold and Zac E. Imel, *The ATSA Forum*, Summer 2015.

Prescott, D.S. (2015). "Terapia osób, których zachowania seksualne krzywdzą innych: Motywacja, ustalanie celów, model dobrego życia". In Jadwiga M. Jaraczewska & Małgorzata Adamczyk-Zientara (Eds.), *Dialog motywujący: Praca z osobami uzależnionymi behawioralnie* (pp. 171-198). Warsaw, Poland: Eneteia. (Book chapter published in Polish. "Treatment of persons whose sexual behaviors harm others: motivation, goal setting, the Good Lives Model". In Jadwiga Jaraczewska & Małgorzata M. Adamczyk-Zientara (Eds.), *Dialog motywator: Working with addicts behaviorally* (pp. 171-198). Warsaw, Poland: Eneteia.)

Prescott, D.S. (2015). "Implementation, Integration, and 'Implegration': Science and Practice" Published online at <http://sajrt.blogspot.com>, June 11, 2015.

Prescott, D. (2015, June 3). Our Deeply Flawed Civil Commitment System [Cato Unbound response essay]. Published online at www.cato-unbound.org/2015/06/03/david-prescott/our-deeply-flawed-civil-commitment-system.

Prescott, D. (2015, May 10). Going from Good to Great [Weblog post]. Published online at <http://wp.me/p2RS15-9R>

Wilson, R.J., McWhinnie, D.A. Prescott, D.S., & McCartan, K. (2015). Scientific Inquiry, Even With Its Limitations, Should Prevail Over Ideology Published online at <http://sajrt.blogspot.com>, April 24, 2015.

Prescott, D.S. (2015). Book Review: *Trauma-Sensitive Yoga in Therapy: Bring the Body into Treatment* by David Emerson , *The ATSA Forum*, Spring 2015.

Prescott, D.S., Gonsalves, V., Reynolds, J., Miller, S.D. (2015). "Emerging Use of Feedback-Informed Treatment with People Who Have Sexually Abused." Published online at <http://sajrt.blogspot.com>, March 10, 2015.

Evans, R., Anonymous, Prescott, D., & Cantor, J. (2015). "5 Ways We Misunderstand Pedophilia (That Makes it Worse)". Published online at www.cracked.com, February 8, 2015.

Brandt, J. & Prescott, D.S. (2015). "The Minnesota Sex Offender Program: Federal Intervention Part 2 – The 706 Expert Report." Published online at <http://sajrt.blogspot.com>, February 2015.

Brandt, J. & Prescott, D.S. (2015). "The Minnesota Sex Offender Program: Federal Intervention Part 1 – The Challenges." Published online at <http://sajrt.blogspot.com>, February 2015.

Prescott, D.S. (2015). "You Can't Always Get What You Want: Research and Policymaking". Published online at <http://sajrt.blogspot.com>, January 2015.

Prescott, D.S. (2014). "Putting the humans back into human services". Published online at <http://sajrt.blogspot.com>, December 2014.

Prescott, D.S. (2014). Book Review: *Ancient Ethics for Today's Healers* by GERAL BLANCHARD, *The ATSA Forum*, Winter 2015.

Prescott, D.S. (2014). Distinguished Contribution Award Speech, *The ATSA Forum*, Winter 2015.

NOTA News, Nov/Dec 2014:

- York Conference Report –Tony Morrison Memorial Lecture Helping Others (and Ourselves) Change Course: A Brief Case for Motivational Interviewing.
- A 'two-minute' interview with David Prescott.

Prescott, D.S. (2014). "The Community and the "Cure"". Published online at <http://sajrt.blogspot.com>, September 2014.

Education

Master of Social Work — Boston College, May, 1987

Bachelor of Arts — English Literature, Syracuse University, May 1984

Professional Experience

Minnesota Sex Offender Program

Moose Lake, Minnesota, September 2008 to September 2010

Clinical Director. Oversee treatment of civilly committed sexual offenders. Provide consultation to other areas of the Minnesota Sex Offender Program

Sand Ridge Secure Treatment Center

Mauston, Wisconsin, April 2004 to September 2008

Treatment Assessment Director. Oversee assessment and communication of treatment progress. Provide supervision, guidance, and consult to diverse areas of program for sex offenders civilly committed under Wisconsin's Chapter 980 law.

Bennington School, Inc.

Bennington, Vermont, September 1992 to April 2004

Clinician. Supervise treatment services to youth with histories of problem sexual behavior. Provide consult regarding services to sexually abusive youth, including individual and group therapy to a diverse population of students, ages 10 through 19. Provide therapeutic case management services. Develop and implement treatment services, training, and protocols for youth with sexual behavior problems. Supervision of clinicians and clinical interns as well as residential and educational supervisors and line staff. Assistance with admissions department.

Herbert Lipton Community Mental Health Center

Leominster, Massachusetts, May, 1991 to September 1992

Clinician responsible for individual, group, and family therapies. Average caseload of 15 children (ages 4-16) referred by the Department of Social Services, with focus on collaborative work with outside agencies (e.g. schools, DSS, other treatment providers).

Wayside Union Academy

Marlborough, Massachusetts, July 1989 to May 1991

Clinician/administrator responsible for individual, group, and family therapies. Average caseload of 10 adolescents in a 16-bed residential program. Treated students referred by the Massachusetts Department of Social Services and Division of Youth Services.

Specialized in treatment of sexual abuse victims and youth with histories of sexually abusive behavior.

Administrative duties included the development of policies and procedures with residential and educational departments, 24-hour on-call pager coverage for clinical and administrative crisis intervention, and supervision of clinical interns.

Catholic Charities of Cambridge and Somerville

Somerville, Massachusetts, June 1987 to June 1989

Social Worker. Provided casework services for families referred by the Department of Social Services in the greater Boston area. Developed specialization with multi-problem families. Collateral contact with a broad range of state and private services (e.g. legal system, mental health providers).

Arbor Associates

Boston, Massachusetts May 1986 to September 1986

Worked as relief staff in numerous residential facilities for the Division of Youth Services and the Department for Mental Health.

Alpha House North

Syracuse, New York, May, 1984 to March 1985

Residential counselor in a 20-bed facility for court-mandated and voluntary substance abusers ranging in age from 13 to 40.

References

Available upon request

PAUL M. HEBERT

WORK EXPERIENCE

Becket Family of Services, New England

06/12 - Present

Director of Human Resources

- ↓ Oversee HR function and team of eight for 49 locations across 4 states for ~1,000 employees.
- ↓ Reports to President/CFO additional functions as member of Becket's Executive Leadership Team.
- ↓ Constructed & trained full cycle recruiting process (*Identify need, Sourcing, Screening, Placement, Follow-up*)
 - Health and Welfare benefits
 - HR data analytics
 - Compensation / Payroll (Paylocity®)
 - Retirement 403b / Executive Committee
 - Succession planning
 - Training and development systems
 - Records management
 - Applicant Tracking (EEO/AA)
 - Competitive Review (compensation)
 - Employee Manuals / Policy
 - Respectful Workplace Initiatives
 - Networking / professional organizations
- ↓ Complete tear down and rebuild of Performance Management System → linking defined competencies, behaviors, and measurable goals to overarching company objectives
- ↓ Led HR accountabilities in the acquisition of 3 programs and expansion/opening of 19 new locations
- ↓ Developed all-inclusive Employee Relations annual plan
- ↓ Responsible for contract agreements including: health and welfare benefits, worker's compensation, stop loss, recruiting, and compensation
- ↓ Risk Management & compliance lead on all employment/labor items: e.g. EEO, I-9, ACA, ADA, Title VII, USERRA, FMLA, FLSA, & MA Sick Leave
- ↓ Project lead, implemented and transitioned full health and welfare benefits offerings to web based self-service

CSM Bakery Products

06/10 - 09/12

Senior Task Force Agent - North America (Cross-functional Promotion/assignment)

11/11 - 09/12

- ↓ Chosen to co-lead HR / Continuous Improvement (CI, TPM, Six Sigma, Kaizan) U.S. implementation team
- ↓ Internal HR consultant & Project Management - directly responsible for launching World Class Operations Management (WCOM) / Plant Performance Improvement (PPI) project across 17 plants within CSM's U.S. supply chain (~5,200 employees)
- ↓ Achieved cost savings of Est. \$6MM
- ↓ Built cross functional teams at each plant location and trained in the use of loss analytics to help determine which CI pilot teams to launch at each facility, then used various lean tools and methodologies to improve plant performance by attacking losses; these tools included:
 - 5Y Problem Elimination
 - Setup time reduction exercises
 - Restoring Basic Conditions
 - AM (Autonomous Maintenance)
 - Daily performance control system
 - RACI (Responsible, Accountable, Consulted, Informed)
 - 5s Methodology (Sort, Streamline, Shine, Standardize, Sustain)
 - Problem identification & defining
 - Tagging exercises
 - Visual management tools
 - Kotter's 8 steps for Change Management

Manager, Human Resources - Woburn, MA

06/10 - 11/11

- ↓ Rebuilt new salaried leadership team and 93% of the wage workforce (320 employees)
- ↓ Led Benefits Integration for Woburn plant location
- ↓ Chosen to Co-Lead onsite HR Audit of 12 CSM North American Bakery Products plant locations, including but not limited to,
 - Staffing and development practices
 - Compensation and Benefits
 - Work environment review encompassing, work/life programs, corporate citizenship, industrial relations, safety, and discipline
 - Employee communications
 - HR Administrative practices and HRIS systems
 - I-9 compliance
 - Organization review and analysis
- ↓ Started Plant Safety Committee with safe-step observation walks, Safety Shoe program, Safety "hot-topic" trainings, and partnered with USC Safety and OSHA compliance
- ↓ Developed whole plant Employee Relations (ER) annual calendar/plan
- ↓ Implemented broad pre-employment screening to include, E-Verify, background checks, and physical testing
- ↓ Completed internal wage and hour audit of wage workforce covering 2007-2010
- ↓ Established a partnership with UCRC® to aggressively pursue and reduce erroneous unemployment claims
- ↓ Organizational development / planning
 - Change Agent - getting people at CSM Woburn involved in solving their own problems via teambuilding, coaching, mentoring, performance appraisals, TQM, and leadership development
 - Group dynamics - Formed work groups → identified barriers → built trust and productivity for a cooperative, high performing, and single focused team
 - Change Management - shifted the rebuilt Woburn team to empower and embrace changes for a desired "future state" of Woburn within the new CSM model

- 1. ADP®, eTime®, and Novatime® HRIS competent

General Mills (GMI)

11/06 - 03/10

Generalist, Human Resources - Methuen, MA

- ↓ Recruitment Lead for all wage and salaried hiring
- ↓ Filled in, and covered majority of HR Manager responsibilities for most of 2009
- ↓ Improved Operations retention in first year to 93% from 77% and 74% two years prior
- ↓ Created a wage hiring program that was recognized as a company "best practice" which I was able to share with all plant heads across the GMI North American Supply Chain
- ↓ Led annual comprehensive compensation comparison review process
- ↓ Employee Relations (ER) annual plan and activities
 - Added a "Total Rewards" individualized benefits summary to all wage annual performance appraisals (This idea was endorsed by GM's Director of Employee Relations, and rolled out to all GM wage employees in North America - Aug. 2009).
 - Creation of the Climate Survey Task Team
 - Individual Development Plan (IDP) development and training for all salaried team members
 - Behavioral and Technical assessments skills program development
 - Proposed and implemented a specific annual ER plan for the plant Technical Group
 - Designed Employee recognition strategy, with a special focus on non-monetary based recognition
- ↓ Supported Continuous Improvement (Lean) initiatives including a major pay for performance skills program
- ↓ SAP® actions, and BrassRing® hiring, Wonderlic® & Hogan® personnel and cognitive assessments
- ↓ Piloted recruitment for General Mills' Operations Management Associate, Engineering Development Program, and Internship initiatives at Dartmouth College Thayer School Of Engineering
- ↓ Benefits administration/enrollments/annual enrollment and continued support
- ↓ Conducted yearly AAP (Affirmative Action Plan), Diversity assessment, and diversity mentoring steering team
- ↓ Delivered training, including but not limited to, all aspects of Respectful Workplace/Harassment & Benefits
- ↓ Piloted rollout of new Previsor® pre-employment skills competency assessments for wage employees
- ↓ Regulatory and labor compliance, EEOC, FLSA

Leddy Group

07/05 - 11/06

Human Resources Specialist/Recruiter - Bedford, NH

- ↓ Daily Recruitment: Updating, cultivating new, and leveraging existing recruitment sources through various medias, contacts, job fairs, and networking functions.
- ↓ Recognized for generating more revenue than any other HRS companywide in 2006
- ↓ Only office to exceed annual revenue plan by more than 13%, and 1 of only 2 offices to exceed goal
- ↓ Responsible for Employee Relations, Workers Compensation, and Employee Benefits
- ↓ 3-5 daily Interviews and subsequent Pre-employment screenings (criminal, drug, and motor vehicle)
- ↓ Bullhorn® HRIS competent

Fidelity Investments Merrimack, NH

08/04 - 06/05

Benefits Specialist (contract)

- ↓ Customer Service and annual enrollments for 20+ companies' health and benefits plans
- ↓ Chosen to lead database validation for HOBBS/HINET transition (DOS based program to Windows platform)
- ↓ Expert knowledge of multiple plan structures: Blue Cross, United Health Care, Aetna, and other major carriers

LEADERSHIP & VOLUNTEER ACTIVITIES

- Selected as the recruitment Speaker for the 2016 HR TechFestUS National Conference "Achieving Fruitful Recruiting Results, When You're Not an Apple"
- Founding Member, CSM Neighborhood Foundation - Community involvement and social responsibility - 2012
- Valley Works Career Center & Lawrence High Schools educational outreach volunteer 2007-2009
- Charitable gifts and donations chair, Methuen General Mills - 3yrs
- Founding Member, MYPN - Manchester Young Professionals Network, 2004-present
- Lazarus House, Lawrence MA, volunteer server - 5yrs
- United Way Campaign General Mills co-lead: Increased participation rate 36% over prior campaign year
- Vice President - Tau Kappa Epsilon, Alpha Nu Alumni Association- 2yrs
- Senior Class President, Pembroke Academy, Pembroke NH

EDUCATION & CERTIFICATIONS

University of New Hampshire - Peter T. Paul College of Business & Economics Durham, NH

- ◆ Bachelor of Science- Business Administration
- ◆ Project Management - Business Management Consulting® - July 2011
- ◆ Continuous Improvement Program Management - Solving Efeso Consulting® - January 2012

DAVID A. CHABOT

EXPERIENCE

Becket Family of Services

Orford, New Hampshire

Chief Legal & Employment Affairs Officer

Senior Management Team Member with oversight of all legal, compliance, board governance, human resources, workers compensation, employee benefits, insurance and payroll matters.

The Hartford Insurance Group

Hartford, Connecticut

Legal Counsel to Investment Department

Senior counsel providing support in all aspects of multi-billion dollar insurance company Investment Department.

Murtha Cullina Richter and Pinney

Hartford, Connecticut

Associate Attorney

Private practice in corporate law department of full-service law firm with focus on mergers and acquisitions, state and federal securities law and corporate governance.

EDUCATION

The George Washington University, Washington D.C.

The National Law Center

Juris Doctor, 1986

Boston College, Chestnut Hill, Massachusetts

Carroll School of Management

Bachelor of Science, Finance and Economics, 1981 magna cum laude

INTERESTS

Sunday River Ski Resort - 2006 to present

Newry, Maine

Volunteer Ski Patroller

National Ski Patrol Outdoor Emergency Care technician providing risk mitigation, first responder intervention, care of injured guests, and patient transport. Responsibilities include instruction and training of new patrol candidates in emergency care and toboggan handling.

Kerry Beck, LISW-S

Professional Experience:

Becket Family of Services

Chief Operational and Assurance Officer 2016-Present

Adriel, Inc

Director of Clinical and Residential Services 2011-2015

Harbor Behavioral Healthcare

Clinical Manager 2007-2011
Oversight of Youth Community Based Services

Shalom Wellness and Mediation Center

Wellness Therapist 2015-2016
Provided Individual and group therapy to an array of clients. Participated in county-wide drug court program.

Contract Therapist 2007-2011
Provided individual, family or marriage therapy for an array of clients.
Completed pastoral consultation.

Adriel, Inc

Contract Therapist 2009-2011
Provided individual therapy for youth in foster care.

Department of Psychiatry, Dartmouth Medical School

Clinical Associate 2000-2007
Provided individual and family therapy for adolescents and young adults.
Out-posted to residential treatment facility for court appointed adolescent males.

Pike School, Inc., dba Becket Family of Services and the Oliverian School

Vice President 1994-2007
Oversight of four residential treatment programs including: clinical/case management services; admissions/permanency planning, clinical trainings, develop and maintain relationships with multi-state agencies; ensured compliance with state rules /regulations in all programs; worked closely with management team and company president to provide oversight of all aspects of program sited.

Assistant Headmaster, Student Life/Counseling:

Oversight of dorm/student life at Oliverian, a private non-traditional boarding school. Provided dorm parent orientation/training, facilitated individual and group therapy for co-ed population of approximately 50 students.

Positions held in the organization from 1994-2007: Residential Counselor, Treatment Coordinator, Director of Pupil Personnel and School Social Worker (NH Department of Education Certification #54485), Clinical Director Executive Director, Assistant Headmaster

Related Experience, Affiliations, Certifications, Licensure:

1. Member, Past President New Hampshire Partners in Service (NHPS) – a member organization of 20 plus agencies in New Hampshire who provide services to children and families.
2. Administrator, Taftsville Mennonite Church, 2005-2007
3. Ohio DEO Certified School Social Worker
4. Ohio Licensed Clinical Social Worker; Supervisory Endorsement
5. Undergraduate field placement, Elkhart General Hospital, Elkhart IN, 1992
6. Graduate School Internship, Mountain Home VA Hospital, Johnson City TN 1994
7. CPI Certified Instructor
8. Lucas County Health Officer
9. Current Board member of Pike School, Inc., Pike NH

Education:

B.A., major in Social Work, Goshen College, Goshen IN, 1992
Master of Social Work, Florida State University, Tallahassee FL 1994

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Becket Academy, Inc. dba Becket Family of Services

Name of Contract: RFP-2018-DCYF-03-SHELT
Shelter Care Residential Services for Youth in New Hampshire

BUDGET PERIOD:		SFY 18		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nathan Peterson	Executive Director	\$89,507	11.85%	\$10,608.22
Matthew Cordaro	Program Director	\$79,562	66.67%	\$53,041.10
David Prescott	Clinical Director	\$49,726	21.33%	\$10,608.22
Paul Hebert	HR Director	\$71,274	7.44%	\$5,304.11
David Chabot, Esq.	Chief Legal & HR Officer	\$92,822	7.14%	\$6,630.14
Kerry Beck, MSW	Chief Operational/Assurance Ofcr	\$149,178	3.56%	\$5,304.11
			0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$91,495.89

BUDGET PERIOD:		SFY 19		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nathan Peterson	Executive Director	\$135,000	11.85%	\$16,000.00
Matthew Cordaro	Program Director	\$120,000	66.67%	\$80,000.00
David Prescott	Clinical Director	\$75,000	21.33%	\$16,000.00
Paul Hebert	HR Director	\$107,500	7.44%	\$8,000.00
David Chabot, Esq.	Chief Legal & HR Officer	\$140,000	7.14%	\$10,000.00
Kerry Beck, MSW	Chief Operational/Assurance Ofcr	\$225,000	3.56%	\$8,000.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$138,000.00

BUDGET PERIOD:		SFY 2020		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nathan Peterson	Executive Director	\$45,493	11.85%	\$5,391.78
Matthew Cordaro	Program Director	\$40,438	66.67%	\$26,958.90
David Prescott	Clinical Director	\$25,274	21.33%	\$5,391.78
Paul Hebert	HR Director	\$36,226	7.44%	\$2,695.89
David Chabot, Esq.	Chief Legal & HR Officer	\$47,178	7.14%	\$3,369.86
Kerry Beck, MSW	Chief Operational/Assurance Ofcr	\$75,822	3.56%	\$2,695.89
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$46,504.11